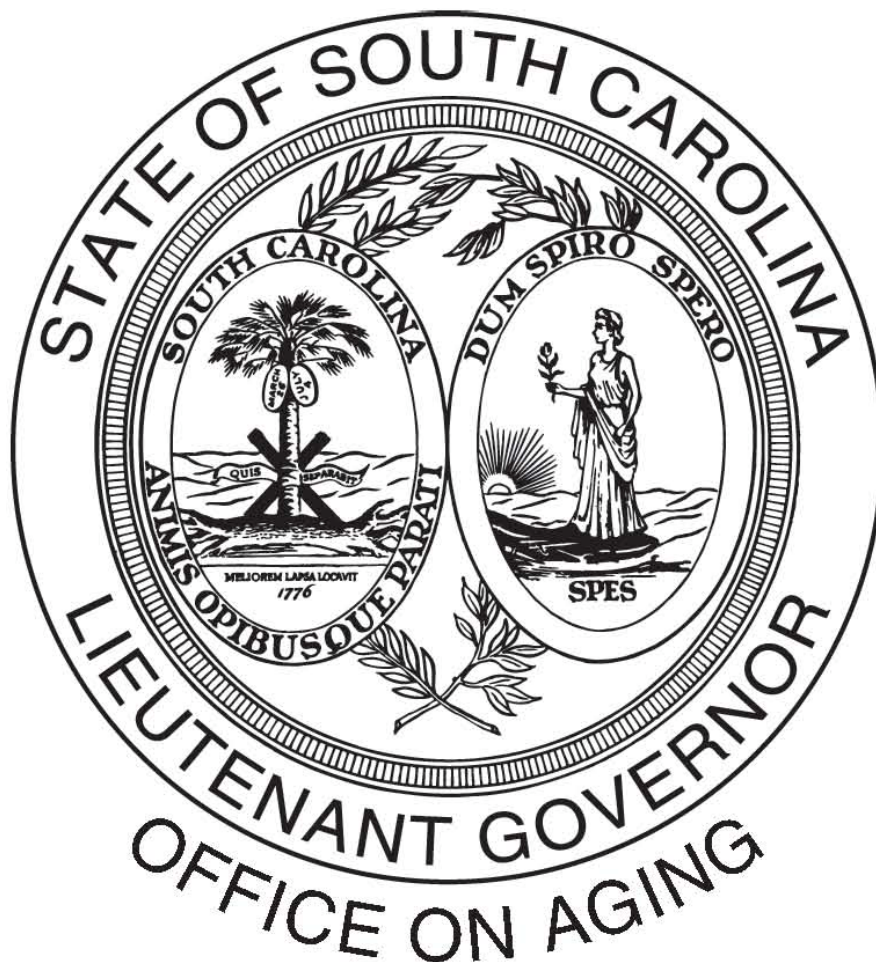


SC LIEUTENANT GOVERNOR'S OFFICE ON AGING

MANUAL OF POLICIES AND PROCEDURES



Appendices Modified January 2009

OCTOBER 2006

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CHAPTER 100: INTRODUCTION

101: Purpose of Manual

The Office on Aging in the Office of the Lieutenant Governor is the designated State Unit on Aging (SUA) for South Carolina. The Manual of Policies and Procedures (hereinafter referred to as “this Manual,”) sets forth South Carolina’s official policies and procedures for the conduct of programs administered by the SUA.

This Manual attempts to incorporate all current policies, standards and procedures required by the Older Americans Act (OAA), related federal regulations issued by the Administration on Aging (hereinafter referred to as the AoA) and the US Department of Labor (hereinafter referred to as DOL), and other applicable federal and state rules and regulations, unless specifically noted otherwise. If there are any contradictions between federal and state policies in this manual, *federal policy shall take precedence*.

The purpose of this Manual is to assist the SUA, South Carolina’s Area Agencies on Aging (AAAs) and other subgrantees in carrying out their overall programs and grants administration responsibilities.

102: Scope and Organizations

The general organization of this Manual is as follows:

- **Chapters 100 through 200** provide programmatic policies and procedures that guide the application for financial assistance process, and program operations under the OAA and state-funded programs.
- **Chapters 300 through 900** provide grants administration policies and procedures applicable to grantees and contractors.

103: Updating this Manual

This Manual will be updated periodically to ensure that it is consistent with the most recent applicable federal and state requirements. To accomplish this purpose, the SUA will periodically issue updated pages or chapters of this Manual. These updated pages are to be inserted in place of the outdated pages. A transmittal letter from the SUA indicating the effective date of the change(s), the page number(s) affected and the subject matter of the change(s) will be provided. Normally, updates will be issued once each year covering all changes found to be required during the current year. A “Maintenance Log” follows the “Table of Contents” that permits updates to be noted as they are placed in this Manual and provides a permanent record of changes to the Manual. This should ensure that an individual using the manual has the current version.

In some cases, changes in policy or procedures may be required quickly or for only a short period of time. In such cases, the SUA may issue a Program Instruction (PI) for temporary use until an appropriate change in this Manual can be issued, or until the short-term need for the change is terminated. Under these conditions, manual holders will be notified when the change is made permanent or is terminated. The SUA will issue, with the annual update, a list of PIs still in effect. All other PIs will be incorporated into this Manual or shall be considered cancelled. AoA policy issuances will take effect when the SUA notifies subgrantees and contractors to that effect.

104: History of the Older Americans Act

The Older Americans Act (OAA), as amended, is intended to establish a comprehensive and coordinated network of services for older Americans at state and regional levels. It seeks to do this by encouraging and providing financial assistance to state and regional efforts to plan, administer and deliver a wide range of needed services. Such efforts should bolster existing services, coordinate short and long-range development efforts, and facilitate creation of new services needed to fill current gaps.

As first enacted in 1965, the Act authorized funding to support a SUA in each state. It also provided funds for each SUA to initiate local community projects to provide social services to older persons. Activities under the Act began on a modest scale. In fiscal year 1966, the national appropriation under the Act was \$7.5 million.

In 1972, a revision authorized funds for local community projects to provide nutrition services to the elderly. The projects were designed to provide persons aged 60 and older with at least one hot nutritious meal five or more days a week. Emphasis was placed on serving older persons with the greatest economic need, and on reducing the isolation of old age.

A second major change occurred in 1973. These amendments revised the state grant program in order to provide for better organization at state and regional levels and to authorize the targeting of limited resources to priority services.

The SUA was directed to divide the entire state into planning and service areas, determine for which areas an Area Plan would be developed, and designate an Area Agency on Aging (AAA) to develop and administer the Plan in each such area. The amendments also authorized the SUA to make grants directly to local community agencies to pay part of the cost of the acquisition, renovation, alteration, or initial staffing of facilities for use as multipurpose senior centers.

Amendments in 1975 specified that four (4) priority services were to be provided under area plans: transportation; in-home services; legal services; and residential repairs and renovations.

Another evolutionary step in the process of establishing a basic capacity to respond to the needs of older persons by consolidating all services under the Area Agency on Aging occurred in the 1978 amendments. Amendments in 1981 and 1984 gave state agencies more flexibility in administration, and placed more responsibility for policy development on State Units on Aging. In the 1984 amendments Congress required the states to provide five percent (5%) of the cost of providing OAA services, and reduced the federal support from ninety percent (90%) to a maximum of eighty-five percent (85%) of the cost of services.

In 1987, the amendments provided a strong basis for OAA-supported activities that are responsive to the complex and changing environment that is emerging with the aging of American society. With enactment of these amendments, Congress continued to underscore the collaborative efforts needed to ensure the opportunity for individuals to live and mature with dignity and independence. These amendments reaffirmed the leadership responsibilities of the AoA, State Units on Aging and AAAs at their respective levels. The amendments reinforced the role of the SUA as the developer of policies and procedures to guide and direct area agencies. These amendments also further enhanced the role of the AAA as an advocate on behalf to the elderly and a catalyst for ensuring the existence of community-based systems of services for older persons in every community in the planning and service area. They also required each state to establish a Long Term Care Ombudsman program and included mission statements for SUAs and AAAs, strengthening and clarifying their roles.

Title VII was created in the 1992 amendments to consolidate all OAA services designed to protect the rights of older adults. Services in Title VII included legal assistance, long-term care ombudsman, prevention of abuse, neglect, and exploitation, and benefits counseling services.

Several major changes were made to the OAA in the 14th Reauthorization of 2000. The primary change was the addition of a program to support caregivers of older adults and to support older relative caregivers of children under age 19. Funding for this program focuses on services that assist caregivers in managing the responsibilities of caregiving. Required services include information and assistance, establishment of support groups, individual counseling and education, respite, and, on a limited basis, supplemental services to address specific needs determined by the individual caregivers.

Another significant change is the additional flexibility given to states to request waivers from uniform application of some OAA provisions for the purpose of increasing innovation in serving older adults. In addition there are now options that do not require a waiver. One example is the cost sharing option for some in-home and community-based services and wellness services.

105: 15th Reauthorization In 2006

On October 17, 2006, President George W. Bush signed into law a 5 year reauthorization of the Older Americans Act. This reauthorization changes the focus the Act to a more consumer directed service delivery system. It also directs Area Agencies on Aging to redirect their efforts from creation and development of a comprehensive, coordinated service delivery system to one that focuses on both the aging and disabilities communities. The AAAs are expected to develop a resource center for these populations who have similar need. The center is the address the and common difficulty individuals have accessing benefits and services that are available to assist them to remain independent in the community.

Another notable change is a focus on wellness and evidence based outcomes for the services delivered under the Act. There is also a broader focus for targeting services under the Act that now specifies targeting services to “low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, older individuals residing in rural areas, and individuals at risk for institutional placement.

The changes to the Family Caregiver services now allow services to grandparents or other older relative caregivers (non-parental) who are 55 years of age or older and allows care for children older than 18 who have a disability. The Act encourages family caregiver programs to make use of trained volunteers by working with organizations that have experience in providing training, placement, and stipends for volunteers such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service.

106: Definitions

For the purpose of this manual, the following definitions apply:

Area Agency on Aging (AAA): Area Agency on Aging means the agency, within a planning and service area, designated by the SUA to be responsible for aging programs described in this manual.

Aging and Disability Resource Center (ADRC): An entity established by a State as part of the State system of long-term care, to provide a coordinated system for providing consumers access to the range of publicly-supported long-term care programs for which consumers may be eligible, by serving as a convenient point of entry for such programs.

Aging Unit: The separate organizational unit carrying out OAA responsibilities whenever the SUA designates a multi-function organization as the AAA.

Area Agency Advisory Council: An Advisory Council, required by the OAA, that is organized to advise the AAA on development and administration of the area plan, conduct of its public hearings, and to otherwise represent the interests of older people.

Act: The Older Americans Act of 1965 as amended and re-authorized.

Administration on Aging (AoA): The agency established in the Office of the Secretary, United States Department of Health and Human Services, charged with the responsibility for administering the provisions of the Older Americans Act.

Altering or Renovating: Making modifications to, or in connection with, an existing facility necessary for its effective use as a senior center. These modifications may include renovation, repair, or expansion that is not in excess of double the square footage of the original facility and all physical improvements.

Area Plan: The official Area Plan document that is submitted by a designated AAA to the SUA for approval. The area plan may be updated annually, or as is required by the SUA. The area plan sets forth measurable objectives, identifies the planning, coordination, administration, social services, resource allocation, evaluation and other related activities to be undertaken for the plan period. An Area Plan is required for the receipt of OAA funds.

Assistive Technology: Technology, engineering methodologies, or scientific principles appropriate to meet the needs of, and to address the barriers confronted by, older individuals with functional limitations.

At Risk for Institutional Placement – means that such individual is unable to perform at least 2 activities of daily living without substantial assistance that includes verbal reminding, physical cuing, or supervision and is determined by the State to be in need of placement in a long-term care facility.

Civic Engagement: An individual or collective action designed to address a public concern or an unmet human, educational, health care, environmental, or public safety need.

Comprehensive and Coordinated Systems: A program of interrelated social and nutrition services designed to meet the needs of older persons in a planning and service area.

Conflict of Interest: A conflict would arise when the employee, officer, agent, or any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

Constructing: Building a new facility, including the costs of land acquisition and architectural and engineering fees, or making modifications to or in connection with an existing facility that are in excess of double the square footage of the original facility and all physical improvements.

Contract: A procurement contract under a grant or subgrant, and a procurement subcontract under a contract.

Contractor: An entity awarded a contract from an AAA to provide services under the Area Plan.

Coordination: The formal or informal process through which the SUA and Area Agencies on Aging bring together the planning and services resources (public and private) of a given geographic area for the purpose of initiating, expanding or strengthening services for older persons. This purpose is accomplished through cooperative efforts, services and other elements of existing programs and organizations related to aging operations.

Direct Services: Any activity performed to provide services directly to an individual older person by the staff of a subgrantee, contractor, or SUA.

Disability: The term ‘disability’ means (except when such term is used in the phrase ‘severe disability’, ‘developmental disabilities’, ‘physical or mental disability’, or ‘physical disabilities’) a disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that results in substantial functional limitations in one (1) or more of the following:

- Self-care
- Receptive and expressive language
- Learning
- Mobility
- Self-direction
- Economic self-sufficiency
- Cognitive functioning
- Emotional adjustment

Donated Foods/Cash: Food/cash made available by the United States Department of Agriculture (USDA) through the Food Distribution Program to AoA for use in OAA nutrition services.

Elder Justice: Efforts to prevent, detect, treat, intervene in, and respond to elder abuse, neglect and exploitation and to protect older individuals with diminished capacity while maximizing their autonomy and the recognition of the individual's right to be free of abuse, neglect and exploitation.

Eligible Individuals: Persons are eligible for OAA services at 60 years of age or older and their spouses, regardless of age, are also eligible. In the delivery of services under the State and Area Plans, preference must be given to older persons in the target groups identified in the Act.

Evidence-Based Health Promotion Programs: Programs related to the prevention and mitigation of the effects of chronic diseases such as osteoporosis, hypertension, obesity, diabetes, or cardiovascular disease, and programs directed at alcohol or substance abuse, smoking cessation, stress management, fall prevention, physical activity and improved nutrition.

Exploitation: The fraudulent or otherwise illegal, unauthorized, or improper act or process of an individual, including a caregiver or fiduciary, that uses the resources of an older individual for monetary or personal benefit, profit, or gain or that results in depriving an older individual of rightful access to, or use of, benefits, resources, belongings, or assets.

Fair Market Value: _What a reasonable buyer would pay to a reasonable seller when neither party is compelled to make the transaction. For fair market value for donated personal services change the terms “buyer and seller” to “employer and employee.”

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction.

Fiscal Year: State (SFY) or Federal (FFY). The state fiscal year covers the period from July 1 through June 30. Normally, the Federal fiscal year covers the period from Oct. 1 through Sept. 30.

Focal Point (SUA Definition): A facility established to provide local leadership on aging issues, to provide older adults access to services at a central location with customer-oriented staff, and to assist those in the community who have an interest in, or need for, information, resources, or services.

Focal Point (OAA Definition): the OAA defines “focal point” as a facility established to encourage the maximum co-location and coordination of services for older persons.

Frail: Having a physical or mental disability, including having Alzheimer's disease or a related disorder with neurological or organic brain dysfunction that restricts the ability of an individual to perform normal daily tasks or that threatens the capacity of an individual to live independently.

Grant-Related Income (GRI): income generated by the persons participating in activities funded under a grant. GRI can be in the form of cost-sharing or voluntary contributions. This also includes income from fees for state-funded services.

Grantee: The government to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document.

Greatest Economic Need: The need resulting from an income level at or below the poverty threshold as published annually in the Federal Register.

Greatest Social Need - The need caused by non-economic factors that include physical and mental disabilities, language barriers, cultural, social or geographic isolation including that caused by racial or ethnic status that restrict an individual's ability to perform normal daily tasks or that threaten such individual's capacity to live independently.

High Risk Subgrantee - A subgrantee or contractor that: (1) has a history of unsatisfactory performance, or (2) is not financially stable, or (3) has a management system that does not meet the management standards prescribed or (4) has not conformed to terms and conditions of previous awards, or (5) is otherwise not responsible.

Indian Tribal Organization (ITO): Recognized governing body of any Indian tribe, or any legally established organization of Indians controlled, sanctioned or chartered by the governing body.

Indian Tribe: Any tribe, band, nation, or other organized group or community of Indians recognized as eligible for special programs and services provided by the US to Indians because of their status as Indians; or, is located on, or in proximity to a federal or state reservation or rancheria.

In-Home Service: These services are home care (Levels I, II, and III), telephone reassurance, and in-home respite care for families, including adult day care as a respite service.

Long-TermCare: Any service, care or item (including assistive devices) a disease prevention and health promotion service, an in-home service, and a case management services intended to assist individuals in coping with or compensate for a functional impairment in carrying out activities of daily living whether furnished at home, in a community care setting, or in a long term care facility and not furnished to prevent, diagnose, treat, or cure a medical disease or condition.

Means Test: Use of an older person's income or resources to deny or limit receipt of services.

Minority Individuals: Persons who identify themselves as American Indian, African-American, Asian, Hispanic, and members of any limited English-speaking groups designated as minority within the State by the SUA.

Multi-Purpose Senior Center: A community facility for the provision of a broad spectrum of services including health, social, nutritional, and educational group activities for older persons.

Neglect: The failure of a caregiver or fiduciary to provide the goods or services that are necessary to maintain the health or safety of an older individual; or self neglect.

Non-Profit Organization: An agency, institution or organization that is owned and operated by one or more corporations or associations with no part of the net earnings benefiting any private share holder or individual.

Nutrition Services: Those services, whether provided by a public or private non-profit agency or organization, that provide meals and other nutrition services, including nutrition education and outreach to older persons. Such services may be provided in a group dining setting that offers a range of social and supporting services or in the home of an eligible older person.

Planning and Service Areas (PSAs): A legislatively mandated sub-state area-wide planning and service district designated for purposes of planning, development, delivery and overall administration of service.

Program Beneficiary: an eligible individual who receives services from the AAA or a contractor.

Program Income: Gross income received by the subgrantee or contractor directly generated by a grant-supported activity, or earned only as a result of the grant agreement during the grant period.

Recipient: The government to which an HHS awarding agency awards funds and which is accountable for the use of the funds provided. The recipient is the entire legal entity even if only a particular component of the entity is designated in the award document.

Reservation: Any federally or state recognized Indian tribe's reservation.

Resource Development/Program Development: The development of new and existing resources for the purpose of creating new programs or expanding existing programs and services for older persons. This process includes those activities that result in the utilization of previously untapped resources of public, private and other agencies.

Self-Directed Care: An approach to providing services under the OAA intended to assist an individual with activities of daily living in which such services are planned, budgeted, and purchased under the direction and control of such individual; the individual is provided such information and assistance necessary to make informed decisions about care options; the needs, preferences and capabilities of the individual to direct and control receipt of services are assessed by the AAA or other agency designated by the AAA; based on this assessment, a plan of services is developed that includes specific services to be directed by the individual, a budget for such services and the role of family members in providing other needed services; and the area agency provides oversight of such individual's self-directed receipt of services to ensure quality and the appropriate use of funds under the OAA.

Self-Neglect: An adult's inability, due to physical or mental impairment or diminished capacity, to perform essential self care tasks such as obtaining food, clothing, shelter, medical care, goods and services necessary to maintain physical and mental health or general safety, or managing one's own financial affairs.

Statutory Functions: The Administration on Aging defined statutory functions of the area agency on aging in 1980 as "those that must be performed in a consistent manner throughout the planning and service area. These services are information and referral, outreach, advocacy, program development, coordination, individual needs assessment and case management."

Subgrantee: Entity receiving a subgrant from the AAA to perform a new or innovative activity.

Severe Disability: A severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that is likely to continue indefinitely; and results in substantial functional limitation in three (3) or more life activities as specified above.

SUA: The SUA was established to study, plan, promote, and coordinate a statewide program to meet the present and future needs of aging citizens in South Carolina and to administer all federal programs relating to aging that are not the specific responsibilities of another state agency under the provisions of federal or state law. The Office on Aging in the Office of the Lieutenant Governor is the designated operational unit for the State Unit on Aging (SUA) for South Carolina.

Target Groups: Those eligible individuals identified by the SUA or the AoA to be:

- in greatest economic need;
- in greatest social need;
- considered minorities; and/or
- residing in rural areas.

Other definitions may be found in Section 102 of the Older Americans Act and 45 CFR Parts 1321, 1326 and 1328 (the regulations implementing the OAA).

106: Abbreviations

The following abbreviations may be used throughout this Manual:

- **AAA** - Area Agency on Aging
- **ACE** – Alternative Care for the Elderly
- **ADRC – Aging and Disability Resource Center**
- **AoA** - Administration on Aging
- **ARCC** – Alzheimer's Resource Coordination Center
- **CLTC** – Community Long Term Care
- **COA** – County Councils on Aging
- **FCSP** – Family Caregiver Support Program
- **LGOA** – Lieutenant Governor's Office on Aging
- **LTCO** – Long Term Care Ombudsman

- **NSIP** – Nutrition Services Incentive Program
- **OAA** – Older Americans Act
- **PSA** - Planning and Service Area
- **RAAC** – Regional Aging Advisory Council
- **SCDHEC** – South Carolina Department of Health and Environmental Control
- **SCDHHS** – South Carolina Department of Health and Human Services
- **SDC** – Service Delivery Contractor
- **SSBG** – Social Services Block Grant
- **SUA** - State Unit on Aging
- **USDA** - United States Department of Agriculture
- **USDHHS** - U. S. Department of Health and Human Services
- **USDOL** – United States Department of Labor

107: Policy Waivers

Any policy or procedure in this Manual not federally mandated may be waived by the SUA when circumstances dictate such action. It is important to note, however, that most of the policies herein are requirements under the OAA or other federal or state regulations. Therefore, the SUA has limited flexibility in granting waivers. **In the interest of maximum consistency waivers will be granted only in highly unusual circumstances.** Requirements for requesting waivers are contained in Section 208 and 209 of this Manual.

CHAPTER 200: STATE UNIT ON AGING OPERATIONS

This chapter sets forth policies and procedures that the State Unit on Aging (SUA) follows in planning and administering OAA Programs.

201: Mission of the SUA

The OAA intends that the SUA shall be the leader relative to all aging issues on behalf of all older persons in the state; therefore, the SUA shall carry out a wide range of functions, including:

- advocacy
- planning
- coordination
- interagency linkages
- information sharing
- monitoring and evaluation
- information and referral system
- long term care ombudsman

These functions are designed to lead to the development or enhancement of comprehensive and coordinated community-based systems serving communities throughout the state. These systems shall be designed to assist older persons in leading independent, meaningful, and dignified lives in their own homes and communities as long as possible.

The SUA shall designate Area Agencies on Aging (AAAs) for the purpose of carrying out, at the regional level, the mission described above. The SUA shall designate as area agencies on aging only those sub-state agencies having the capacity and making the commitment to carry out fully the mission described for area agencies in the OAA. The SUA shall ensure that the resources made available to AAAs under the OAA are used to carry out the mission described for area agencies.

202: SUA Structure

For convenience, this Manual will use the term “SUA,” to refer to the Office on Aging staff that performs daily operating functions. Enabling legislation for the SUA is found in Title 43 of the Code of Laws of South Carolina, 1976, as amended.

A. Lieutenant Governor

The Lieutenant Governor is the chief administrative officer of the SUA, and provides overall leadership for SUA staff. This includes responsibilities for interpreting state and federal policies and ensuring the implementation of such policies and related procedures statewide. The Lieutenant Governor appoints a Director who serves as representative and advocate for the interests of the state’s elderly population with both public and private organizations.

B. Director of the Office on Aging

The director is responsible for the overall administration for SUA policies, coordination and review of both federal and state legislation affecting older adults and caregivers, undertakes broad advocacy activities, and as liaison with public and private agencies and organizations represents the interests of the Lieutenant Governor.

C. Divisions**1. Policy and Planning**

Under the direction of the Deputy Director for Policy and Planning, this division has broad responsibilities for developing and implementing planning activities, to include the integration of area plans and the State Plan on Aging, and the collection, analysis, and publishing of statistical data on older citizens of South Carolina. Data is made available through the state-approved data collection system that tracks client data for reporting purposes, and the *Mature Adults Count* booklet.

Staff prepares the annual State Program Report (SPR). The AoA requires states to submit the SPR through the National Aging Program Information System (NAPIS), used for its annual report to Congress. To ensure that state-approved data collection system and SPR data is consistent, staff provides training and technical assistance to the AAAs and contractors. This division is also **coordinates preparation of** an annual Accountability Report to the General Assembly.

2. Aging Network Services

This division, **under the direction of the Deputy Director for Aging Services**, is responsible for a broad array of program services directed toward enhancing the quality of life for older persons and works with AAAs in carrying out their responsibilities. These services include consultative services in nutrition, in-home and community-based care, wellness, employment and transportation services. Staff provides technical assistance and guidance to AAAs and other organizations on administrative issues. **The Department of Insurance Counseling in this division** is responsible for the statewide Medicare Fraud Patrol project and insurance counseling services **and also provides assistance to organizations serving minority populations.**

3. ~~Consumer Information and Caregiver Services~~

The Deputy Director of this division is also responsible for the national Family Caregiver Support program. In conjunction with this activity, the division provides training to ensure an adequate number of certified information, referral, and assistance specialists statewide.

The Family Caregiver Support program provides information, assistance, counseling, respite, and supplemental services to caregivers of older adults and older relatives caring for children under nineteen (19). The Alzheimer's Resource Coordination Center (ARCC) is a state-funded program that provides grants for innovative approaches to **respite services and educational services that** assist caregivers of persons with Alzheimer's disease. **Staff are also responsible for management of the ElderCare Trust Funds (ECTF) grants process and provides technical assistance and oversight of ARCC and ECTF grantee performance.**

4. State Long Term Care Ombudsman

The Deputy Director is the designated State Long Term Care Ombudsman. The division is responsible for implementation and evaluation of the statewide long-term care ombudsman services. Staff investigates complaints related to quality of care and charges of abuse, neglect and exploitation of residents of nursing homes and other residential care-providing facilities, and assist regional ombudsmen in their efforts.

The volunteer ombudsman program is under this division. Frequent visits to residential care facilities, volunteers increase resident access to the benefits of the ombudsman program. Legal assistance services and promotion of Advanced Directives, Living Wills, and Health Care Powers of Attorney are other responsibilities of the division. This division **may also** provide staff support for the state's Adult Protection Coordinating Council.

5. Administrative Services

Under the direction of the Deputy Director of Administration, staff manages the operations necessary for the efficient functioning of the Office on Aging. This Division handles personnel functions, area planning and awards, payment of subgrantees, purchase of materials, equipment and supplies, state budgeting and federal reporting. Staff responsible for Information Technology operations are under this division.

A statewide program of education and information for the public, program administrators, and regional contractors primarily through the annual Summer School of Gerontology and the statewide Conference on Aging is another major activity assigned to this division.

The division also manages the Rental Assistance program funded by the State Housing Authority. SC Access, a statewide readily accessible internet database of formal and informal resources available to assist older adults and caregivers is also a responsibility of this Division.

6. Public Information

Through the Deputy Director and staff, the Office on Aging promotes interest in aging issues with members of the General Assembly, news media, and special events organized to share information with and about older adults. This division publishes newsletters on the internet with up-to-date information related to senior concerns, and prepares articles for statewide news media on topics of concern to older adults and caregivers.

Leadership for the disaster preparedness, response and follow-up is provided by staff of this division.

7. Other Activities

When the SUA receives grants for special purposes, responsibility for the grant may be assigned to a temporary division, or incorporated into an existing division as required by the complexity of the grant and the length of time to be committed to grant activity. At this time the SUA has federal grants for the development of Aging and Disabilities Resource Centers (ADRC) (through FFY 2008), a five year Systems Transformation Grant Project (through FFY 2010), a three year grant for Implementation of Evidenced-Based Intervention Programs Statewide (through FFY 2009) Disease Prevention Grant, and a one year Alzheimer's Demonstration Grant to Improve Access to Services for Individuals with Alzheimer's Disease or Related Dementia (FFY 2008).

203: SUA Administration: The State Plan on Aging

A. Advisory Council on Aging

The Council is established under Section 43-21-10 of the Code of Laws of South Carolina, 1976, as amended. The purposes of the Council shall be:

- to act in an advisory capacity to the SUA regarding problems and issues affecting older South Carolinians, their families, and caregivers;
- to assist the SUA in planning for an aging population;
- to assist the SUA in providing public education and information about programs and services for the older population;
- to promote individual and family responsibility for retirement;
- to facilitate public and private partnerships to expand resources to meet the needs of older individuals.

The Council shall consist of one member from each PSA and five members from the state at large. The Governor, upon the advice and consent of the Senate, shall make all appointments to the council. All members must be citizens of the State and have an interest in and knowledge of the problems of an aging population. It is desirable that members:

- be diverse in age, race and physical functioning;
- be active in leadership organizations; and
- represent the diverse concerns of older citizens of the State.

Council members shall serve terms of four years and until successors are appointed and qualify. Terms of office expire on June thirtieth. Should vacancies occur mid-term, they shall be filled in the manner of the original appointment for the remaining portion of the term only.

B: State Policy Development

The SUA has and follows written procedures in carrying out its major functions. Such procedures are adopted in accordance with the following steps. The SUA:

- develops proposed procedures;
- publishes proposed procedures [on the agency web site](#) for public review and comment;
- considers all comments in finalizing the procedures;
- incorporates new policies and procedures into this manual; and
- keeps procedures current through the use of Program Instructions (PIs) issued as numbered Information Memoranda (IMs).

Subject to confidentiality requirements, the SUA will make available, at reasonable times and places, to all interested parties, the written procedures required in this Chapter and all other information and documents developed or received by the SUA in carrying out its responsibilities.

C. State Plan on Aging

[In order for a State to be eligible to participate in programs of grants to States from allotments under Title III of the OAA, the State shall, in accordance with regulations of the Assistant Secretary of the United States Department of Health and Human Services, designate a State agency as the sole State agency to develop and administer a State plan within such State. OAA 305\(a\)\(1\)\(A\)\(B\)](#)

The plan ensures that the state will comply with all statutory and regulatory requirements in the administration of OAA funds, and it outlines the state's strategies for fulfilling its responsibilities

The plan has an effective period of two, three or four years, determined by the SUA, with such annual revisions as are necessary. The plan is developed according to a format determined by the SUA within the statutory and regulatory requirements of the AoA.

The plan must be based on area plans developed by the AAAs. It must contain assurances that the SUA will meet all of its statutory and regulatory requirements regarding all SUA functions, including administration and delivery of services. The plan identifies each PSA and the AAA designated by the SUA. The intrastate funding formula used to allocate OAA funds to the AAAs is an integral part of the plan.

South Carolina's [State Plan on Aging](#) specifies:

- program objectives to implement service delivery requirements consistent with the OAA requirements, objectives established by the AoA, and those established in area plans;
- documentation of the designation of the Office on Aging as the SUA;
- resource allocation plan indicating the proposed use of all funds directly administered by the SUA and the distribution of OAA funds to each PSA;
- proposed methods for giving preference to those with greatest economic or social need in the provision of services under the plan; [and](#)
- [extensive demographic and statistical data.](#)

The SUA is required to amend the plan under certain conditions:

- when necessary to comply with new or revised federal statutes or regulations;
- to reflect changes in state or federal law, policy, SUA organization or operations that will substantially impact the administration of the [State Plan on Aging](#);
- to reflect a change in the designation of any PSAs; and

- to reflect a change in the Intrastate Funding Formula.

204: Development and Review of the State Plan and Plan Amendments

The SUA will review and consider all information contained in the Area Plans. Views of older persons are considered by the SUA in the development and administration of the Plan and any amendments to the plan through such means as the following:

- public hearings
- review by advisory committees or other groups of older people
- surveys
- publication of the draft plan and solicitation of written comments

Public Hearings are advertised at least two (2) weeks in advance of the hearing date in major South Carolina newspapers. News releases on public hearings are sent to weekly and bi-weekly newspapers. Subgrantees or contractors of the SUA and AAAs are sent Special Notices. Public hearings are held at convenient times and in places that are barrier-free. All persons in attendance must sign a register and shall be provided with a comment sheet. Comments collected become part of the plan.

The plan and/or amendments is be submitted to the Governor for signature. The SUA must then submit the plan and/or amendments to the AoA at least 60 days prior to the proposed effective date. Upon AoA approval, the plan becomes effective on the date designated by the AoA.

205: SUA Functions

The general primary functions of the SUA are planning, coordination, advocacy, resource development, program development, training, and information, referral, and assistance on behalf of the elderly in South Carolina. The SUA created a statewide information, referral and assistance system that provides current information on opportunities and services available in all communities throughout the state. It is available via the Internet to local, regional, and state agencies and organizations serving persons with disabilities, the elderly, and caregivers.

The SUA has responsibility for coordinating all activities necessary for effective short and long range statewide planning for the elderly. While the SUA has statutory authority over OAA programs only, and any state-funded program specifically assigned by the General Assembly, the SUA has a responsibility to coordinate its planning with other state agencies. Procedures for conducting SUA activities are as follows:

A. Planning

The SUA planning process includes long-range plans and operational plans to address needs of the elderly that are then integrated into the State Plan on Aging. To facilitate this process, the SUA conducts needs assessments prior to preparation of each State Plan. Needs assessments include review, compilation and analysis of the following:

- needs assessments conducted by the AAAs for Area Plans;
- service prioritizations conducted by AAAs;
- objectives contained in Area Plans;
- data on unmet needs submitted by the AAAs;
- demographic data;
- surveys of appropriate federal, state and regional agencies on needs of the elderly;
- public forums concerning the needs for seniors
- input from the state's Advisory Council on Aging, the Silver-Haired Legislature, the ARCC Advisory Council, and state AARP; and
- the Joint Legislative Committee on Aging Public Hearing.

The SUA provides opportunities for input and participation in the planning process to older adults and caregivers, subgrantees, contractors, and other appropriate parties. On an ongoing basis, the SUA conducts research and collects data necessary for effective planning.

B: Coordination

In fulfillment of its coordination responsibilities the SUA provides for the dissemination of information on the needs of the elderly and the development of cooperative working relationships, particularly with other state agencies that provide services to the elderly. The SUA has representation on all relevant advisory committees, task forces, and other interagency groups working on behalf of the elderly and caregivers.

C. Advocacy

The SUA will carry out advocacy responsibilities on behalf of the elderly designed to ensure that they receive rights to which they are entitled and to encourage and assist in the development of services and benefits that can meet their needs or contribute toward their independence and dignity. As a part of its advocacy responsibilities, the SUA will:

- review and comment on national plans, budgets and policies that affect older persons;
- represent interests of older persons before legislative, executive and regulatory bodies;
- operate a long-term care ombudsman and other elder rights programs;
- assist in the development of legal assistance programs for the elderly; and
- provide information or technical assistance to public officials and agencies, organizations or associations working on behalf of the elderly and caregivers.

Nothing in this Chapter shall be deemed to supersede statutory or other regulatory restrictions regarding lobbying or political advocacy with federal funds.

D. Resource Development and Program Development

The SUA works toward the development of new resources that can be used to create, expand, enhance, or maintain needed services and programs for the elderly. Resource development activities include:

- requesting and justifying state appropriations for new or expanded programs;
- developing applications for federal grants or other sources of funds;
- encouraging other organizations to support needed programs and services in their communities; and
- promoting the use of volunteers as a resource.

The SUA will develop new programs, improve or modify existing programs, and encourage other agencies to do likewise in responding to the changing needs of the elderly and their caregivers.

E. Training

The SUA will ensure that an orientation to aging services and programs is provided new staff of the SUA, AAAs and AAA contractors. Training and continuing education opportunities are provided at low cost for all staff through the annual Summer School of Gerontology and statewide Conference on Aging. The SUA will periodically conduct an assessment of statewide training needs to determine the types of training to be provided. The SUA will cooperate with the AoA to ensure that SUA, AAA and regional contractor staff attend training developed by the AoA.

The AAA is responsible for conducting training needs assessments for the regions and has the responsibility for designing and implementing a regional education and training program based on needs assessments.

F. Technical Assistance

The SUA will provide ongoing technical assistance to AAAs, and public and private agencies and organizations engaged in activities relating to the needs of older South Carolinians.

The technical assistance provided will be closely related to issues and activities identified through area plans and other assessment findings. The SUA will also provide technical assistance to address needs identified by AAAs or other subgrantees. Upon request, the SUA will assist AAAs in the provision of technical assistance to other subgrantees and contractors.

G. Public Information

Through the activities of the Public Information **division**, distribution of a variety of brochures, and the SUA website, the Office on Aging will disseminate information on South Carolina's elderly population, the regional aging programs and services, and issues related to the older population.

The SUA will publicize and conduct annual competition to recognize the Outstanding Older South Carolinian. **Other awards are given to** individuals and organizations for outstanding efforts on behalf of the elderly. Centenarians will be acknowledged upon request.

H: Reports for SUA Programs

The SUA will submit program reports for OAA activities to the AoA and the U.S. Department of Labor. The **staff in the Division of Administration** submits federal financial reports in a timely manner, in such form, and containing such information as may be required. The SUA has established and maintains a system of reporting that will ensure that all subgrantee agencies provide timely, accurate information to the SUA at regularly scheduled intervals. The **AoA** issued the following instructions on the scope of reporting:

The revised State Program Report is designed to provide information on all clients, service units and expenditures for services that are funded in whole or in part by Older Americans Act funding. Include performance data (clients, providers, units of service, program income, etc.) related to the service as a "whole", even if the OAA funding is one of several funding sources used to support the service. This is based on the assumption that all the units of service and persons served etc. are attributable to the presence of the OAA funding. (Source: http://www.aoa.gov/prof/agingnet/NAPIS/SPR/SPR_guidance/newn97.asp)

I: Evaluation and Assessment

The SUA will conduct **annual** evaluation and assessment of area plan administration **and fiscal operations**. **SUA staff provides direction to AAAs who evaluate** in-home and community-based services **delivered at the local level**. **The State Long Term Care Ombudsman evaluates regional** Ombudsman programs and **program managers assess** state-funded grant activities. Detailed service standards and related administrative procedures are contained in Quality Assurance Standards found in Appendix 500C:

1. Program Responsibilities

The SUA will conduct program **evaluations and assessments** on an annual basis at each AAA according to an announced schedule. After an evaluation visit a written report will be provided to the AAA. The AAA will have an opportunity to respond to the report and to present its views concerning any findings and recommendations. The AAA is expected to take corrective action when adverse conditions are identified in the SUA report. At its discretion, the SUA will conduct follow-up visits to ensure that corrections are made.

Unannounced visits to nutrition sites, senior centers, and other program service locations may be made as determined advisable by the SUA.

2. Fiscal Responsibilities

The SUA shall conduct fiscal reviews of each AAA in conjunction with program reviews. A written report of fiscal findings and recommendations, as applicable, will be provided to the AAA. Immediate follow-up by AAAs must be taken to correct problems identified through the review. The SUA will follow-up to ensure that corrective action has been taken.

J. Designation of Planning and Service Areas (PSAs) and Area Agencies on Aging

To comply with federal statutes and regulations, a PSA must have a resident population of 100,000 or more OAA 305(b). In order to be eligible for OAA funds, the SUA must designate an appropriate number of PSAs OAA 305(a)(E). In each PSA, the SUA will designate an Area Agency on Aging OAA 305(a)(2)(A). The SUA may not designate any regional or local office of the state as an AAA 45 CFR 1321.33.

Whenever a SUA designates a new AAA, the SUA shall give the right of first refusal to a unit of general-purpose local government, if such unit can meet the requirements outlined below. The boundaries of such a unit and the boundaries of the planning and service area must be reasonably contiguous OAA 305(b)(5)(B).

The AAA shall be:

- an established office of aging operating within a PSA designated by the SUA;
- any office or agency of a unit of a unit of regional government designated for the purpose of serving as an area agency by the chief elected official of such unit;
- any office or agency designated by the appropriate chief elected official(s) of any combination of units of general-purpose regional governments, to act only on behalf of such combination for such purpose; or
- any public or non-profit private agency in a PSA, or any separate organizational unit within such an agency that is under the supervision or direction for this purpose of the designated SUA and that can and will engage only in the planning provision of a broad range of supportive services or nutrition services within the PSA OAA 305 (c) (1 through 4).

The SUA has the following policies for the designation of PSAs and area agencies:

- all AAAs shall be multi-county organizations that do not provide direct services, except where, in the judgment of the SUA, provision of such services by the AAA is necessary to ensure an adequate supply of such services, or where such services are directly related to such AAAs statutory functions, or where such services of comparable quality can be provided more economically by such AAA; OAA 307 (a) (8) (i through iii).
- there shall be no more than ten PSAs; and
- as changes occur in AAA designations, the SUA shall explore the reconfiguration of PSAs with affected local government officials and community leaders.

The SUA has developed procedures for addressing any mandated changes in the structure of PSAs. Criteria for implementing these procedures are as follows:

- the older population of the PSA is an important consideration in deciding on a configuration, because the number of residents sixty years of age and older is the major factor in the funding formula;
- attention shall be given to natural community areas in developing a configuration;
- each PSA should have a mix of economically strong and economically depressed areas;
- the location of Metropolitan Statistical Areas (SMSA) is a consideration, and each PSA should have at least one SMSA since these areas are growth centers;
- relationships between local jurisdictions within a PSA shall be considered, because a significant portion of required local matching funds must come from the local jurisdictions within a PSA;

- a balance is needed between maintaining local relationships, and having a sufficient population and economic base within a PSA;
- there is a fiscal limit on the number of AAAs that can be supported in South Carolina;
- each PSA must be large enough to support an AAA of sufficient staff size to accomplish its mission;
- the coordinating role of an AAA and the impact that PSA boundaries might have on this role should be considered; and
- the district lines of other statewide agencies should be taken into consideration, but should not be considered a constraint.

In changing configuration of PSAs, potential disruption of existing entities and personnel should be considered. Existing entities should be encouraged to collaborate. The process should be open, with all interested parties given an opportunity to participate, including local officials, legislators, community leaders, contractors and organizations of older adults.

K: Withdrawal of Designation of PSAs or AAAs

For adequate reason(s), the SUA may reconfigure PSAs or remove the designation of an AAA from an organization serving in that capacity. The SUA shall withdraw the area agency designation whenever it, after reasonable notice and opportunity for a hearing, finds that:

- an area agency does not meet OAA requirements;
- an Area Plan is not approved;
- there is substantial failure to comply with any OAA provision, or policies and procedures established and published by the SUA; or
- AAA activities are inconsistent with the OAA statutory mission **45 CFR 1321.35(a)**.

If a SUA withdraws an area agency's designation it shall provide a plan for the continuity of AAA functions and services in the affected PSA, and designate a new area agency in the PSA in a timely manner **45 CFR 1321.35(b)**.

If necessary to ensure continuity of services, the SUA may perform the duties of the AAA for a period of up to 180 days. If the SUA demonstrates, to the satisfaction of the Assistant Secretary, a need for an extension, the AoA may extend the period for an additional 180 days **45 CFR 1321.35(c) and (d)**.

L. Hearings

The SUA will provide a hearing to any applicant denied designation as a PSA and to any designated AAA when the SUA proposes to disapprove an area plan or plan amendment submitted by the AAA or to withdraw the AAA's designation **45CFR 1321.29(d) and 1321.35(a)**.

The SUA will:

- afford opportunity for a hearing, upon request, by a subgrantee, by a contractor (or applicant to contract), or by any program beneficiary who believes that he or she has been unfairly denied services under the provision of the OAA because of any waiver or Title III B and III C transfers approved by the SUA. **OAA 307(a)(5)(C)**.
- hear an appeal from a subgrantee or contractor whose audit review results in action requiring repayment, when the subgrantee or contractor disagrees with the findings; and
- require AAAs to establish procedures to hear grievances from older individuals who are dissatisfied with or denied services under the OAA. **OAA 306(a)(10)**.

If an agency, organization or individual requests a hearing, a written request must be filed with the SUA within 30 days following the receipt of the notice of the adverse action. Any appellant under the provisions of this section must first follow appeal procedures provided by the AAA before the SUA will grant a request for a hearing.

M. Hearing Standards

SUA hearing procedures are designed to meet the following standards:

- timely written notice of the reasons for the SUA action;
- an opportunity to review any pertinent evidence on which the action was based;
- an opportunity to appear in person before an impartial decision maker to refute the basis for the decision;
- an opportunity to be represented by counsel or other representative;
- an opportunity to present witnesses and documentary evidence;
- an opportunity to cross-examine witnesses; and
- a written decision by an impartial decision maker that sets forth the reasons for the decision and the evidence on which the decision is based.

N. Hearing Procedures

Specific hearing procedures to be followed by the SUA are as follows:

1. Appeals on Funding Actions

If the applicant wishes to appeal a funding action, the applicant must file a written request for appeal to the SUA within ten (10) working days of the date on the letter. A hearing officer will be appointed and a review will be scheduled within thirty (30) days of the request for appeal.

The appellant will be given the opportunity to make an oral presentation and to submit any written justification or documentation. The appellant will be notified in writing within five (5) days of the decision of the hearing officer. The appellant will then be required to provide the SUA with written acceptance of the findings within ten (10) working days from the date of notification of action.

In the event a signed Agreement is not received by the SUA, no funds will be forwarded to the appellant during the review process. (Signing the Subgrant Agreement does not deny the right to appeal, nor will it prejudice the findings of the appeal; however, the terms of the Subgrant Agreement will be binding if the appeal action upholds the original action). In the event that funds are refused or denied, the SUA will not be liable for any expenditure during the appeal. In the event the final action results in a reduction from the request, the SUA will not be liable for expenditures in excess of the approved budget.

2. Appeals on Audit Review

Upon completion of the SUA review of AAA audits, an audit review report will be forwarded to the subgrantee. The SUA will forward with the report either a check for the amount due to the subgrantee, or a request for repayment to the SUA of any unearned federal funds [such funds to be forwarded by the subgrantee within thirty (30) days].

If the subgrantee or contractor is not in agreement with the audit review findings, the subgrantee or contractor must so notify the SUA in writing within ten (10) days of the date on the review report. A meeting will then be scheduled with SUA staff to review the audit report and any supporting documents provided by the subgrantee.

Should issues be resolved to the satisfaction of both parties, the audit report will be appropriately revised in writing, and the subgrantee advised to take appropriate action to close out the award. Should agreement not be reached, the Lieutenant Governor shall make the final determination.

3. Negotiation

The SUA may terminate formal hearing procedures at any point if the SUA and the agency or organizations that requested the hearing negotiate a written agreement that resolves the issues that led to the hearing.

4. Individual/Service Denial Hearings

Every subgrantee and contractor shall post notices within its program and services locations that indicate procedures available to older persons who want to notify the SUA of their complaint. Subgrantees and contractors must post notices in a conspicuous location within view of all older persons, or otherwise notify all who participate in community based programs or receive in-home services. The SUA will assist subgrantees to ensure that this policy is being implemented in an effective manner.

O. Freedom of Information Act

The SUA fully complies with the state freedom of information act statute. The South Carolina FOIA (SCFOIA) requires that the public, defined in the statute as "any person," must be given access to documents and meetings of state agencies.

1. Meetings:

The SCFOIA stipulates that meetings of ALL elected and appointed public bodies including committees, subcommittees, advisory committees, and non-governmental bodies supported in whole or part by public funds, are to be open to the public, and may be attended by any person. It also requires 24-hour advance notice of a meeting. The notice and agenda shall be posted at the meeting site as well as at the headquarters of the agency calling the meeting.

2. Documents:

The SUA has 15 business days to gather materials requested under the FOIA, or to notify the requestor that the information is not available. The SUA will not create documents in response to a request for information, but rather will provide the various existing documents that collectively provide answers to questions. If information requested is not immediately available, requesting parties will be advised of the estimated cost to gather the information, and will be asked to submit in writing their willingness to pay these charges.

3. Charges:

Charges may be levied to reimburse the agency for the cost of fulfilling SCFOIA requests. The SUA uses guidelines contained within the federal FOIA:

- \$10.00 per staff hour spent finding, copying, and re-filing the materials;
- \$.10 per page photocopied;
- a shipping charge based on the weight and volume of the requested materials; and
- extraordinary costs, (special computer runs, etc.), are computed by the SUA.

The SUA will not fax extraordinarily lengthy documents. These will be mailed. Written requests may be hand-carried or mailed to the SUA.

The SUA complies with the SCFOIA, and will provide reasonable access to the following:

- the State Plan on Aging;
- approved area plans;
- the basic organization and operation of the SUA, its subgrantees and contractors;
- all policies and procedures related to carrying out its programs;
- forms and instructions for the operations of the programs it administers; and
- data on service delivery and expenditure of funds

The SUA will not make available information on its personnel or individuals it serves without the informed consent of the individual(s) concerned.

The SUA requires subgrantees, and contractors to develop and to follow public information policies **that provide for the maximum feasible disclosure of information to the general public consistent with requirements for beneficiary privacy. AAAs, subgrantees and contractors should employ the SCFOIA as a guide in developing and implementing such policies.**

P: Maintenance of Effort

The State's fiscal year allotment under the OAA shall be reduced by the percentage (if any) by which expenditures of State sources for such year under the approved State Plan are less than the average annual state expenditures for the three preceding fiscal years (OAA 309(c)).

Q: Requirements for Non-Federal Share of OAA Funds

The SUA requires of subgrantees and contractors that OAA funds will not replace funds from non-federal sources. The SUA may not allow more than 85% of the cost of services or 75% of the AAA cost of planning and administration to be paid with OAA funds. The state must provide 5% of the allowable cost for services from state-appropriated funds. Each AAA shall ensure the provision of the non-federal share required for all funds provided under its Area Plan. OAA 304 (d) and 309 (b)

R. Disaster Response Responsibilities

To facilitate response by staff from the LGOA in the event of a large-scale emergency, the SUA annually reviews and updates the disaster preparedness and response plan established to maintain contact with and coordinate assistance Area Agencies on Aging (AAA) and local service delivery contractors and Councils on Aging (COA) and those they serve. These procedures will be followed in the event of any type of disaster where pre and post-disaster assistance is needed.

Staff members assigned to disaster-relief activities are placed on official leave. They are also covered by Workers' Compensation guidelines and are entitled to travel reimbursement at the current State allowance rate. Staff will submit appropriate paperwork upon their return to the office to document disaster relief schedule and expenses.

The SUA is mandated to assist with the State Emergency Operations Center pre-disaster and post-disaster activities when the Emergency Management Division declares the condition warrants level 4 operations. The SUA works primarily with the Mass Care Emergency Support Function designated as (ESF 6). The Disaster Preparedness Manual of the State Unit on Aging is included in Appendix 200.

206: Allotments and Grants to South Carolina**A. OAA Allotments**

The AoA makes annual allotments to South Carolina based on the state's ratio of the population aged 60 and older to the national population 60 and older. From these allotments under Title III, the SUA expends 5% to pay part of the costs of administration of the State Plan on Aging. South Carolina receives separate allotments for the following programs OAA 303:

- in-home and community-based services; (Title III-B)
- long term care ombudsman program; (Title III-B and Title VII)
- elder abuse prevention services; (Title VII)
- health insurance counseling and fraud prevention; (AoA and CMS)
- congregate nutrition services; (Title III-C-1)
- home-delivered nutrition services; (Title III-C-2)
- nutrition services incentive program (formerly through USDA now through AoA);
- disease prevention and health promotion services; (Title III-D)
- medication management; (Title III-D)
- family caregiver support services; and (Title III-E)
- senior employment and training services. (Title V)

B. Limitations

The SUA must use each allotment for its authorized purpose; however, limited transfers are permitted between nutrition services and support services. Except for a small portion of Title

III-B funds reserved for the ombudsman program retained at the SUA, all social, nutrition, wellness, and caregiver service allotments are granted to AAAs under approved area plans.

C. Intrastate Funding formula

In consultation with the AAAs, the SUA is required to develop a formula for the distribution of OAA funds within the state. Such formula must take into account geographic distributions such as the following:

- persons 60 and older;
- older persons at or below poverty;
- minority older persons;
- older persons in rural areas;
- low-income minority individuals.

With the development of each new State Plan on Aging, the SUA publishes the proposed formula for review and comment, and includes:

- a descriptive statement of the formula's assumptions and goals, and application of the definitions of greatest economic or social need;
- a numerical statement of the actual funding formula to be used;
- a list of population, economic, and social data to be used for each PSA; and
- a demonstration of funds allocated to each PSA, pursuant to the funding formula.

The resulting formula is submitted separately to AoA for approval OAA 305(d).

D. Priority Service Requirements

The SUA has established the following minimum percentage of OAA Title III-B funds received by each AAA that shall be expended for priority service categories:

- fifteen percent (15%) for services associated with access: transportation, outreach, and information, referral, and assistance;
- ten percent (10%) for in-home services: homemaker and home health aide, telephone reassurance, chore maintenance; and
- one percent (1%) for legal assistance.

Each state, in approving AAA area plans, may waive the requirement for any category of services, if the AAA demonstrates to the SUA that services being furnished for such category in the area are sufficient to meet the need for such services in such area.

Before the AAA requests this waiver, the AAA shall conduct a timely public hearing. The AAA requesting this waiver shall notify all interested parties in the PSA of the public hearing and furnish the interested parties with an opportunity to testify.

The AAA shall prepare a record of the public hearing conducted and shall furnish the record of the public hearing with the request for this waiver to the state. In preparing each State Plan on Aging, the SUA shall review the minimum percentages and make adjustments as warranted.

E. Long-Term Care Ombudsman Program

In addition to the portion of the Title III allotment for supportive services that the SUA directs towards the long-term care ombudsman program, AoA also awards funds under Title VII for the ombudsman program. The intrastate funding formula is not applicable to either Title III or Title VII Ombudsman program funding. A formula based on the number of beds and the number of cases investigated per region has been used to distribute Ombudsman resources.

Neither the SUA nor the AAA shall consider Title VII funds in the calculation of allowable administrative costs. There is no match required for the Title VII portion of the LTC Ombudsman funding; however, states are not precluded from requesting a match for Title VII funding awarded by grant or contract.

There is no basis in the law or in legislative history for the SUA to use funding provided for LTC Ombudsman services to fund ombudsman or advocacy services for individuals living in their own homes or receiving acute medical care in facilities not licensed as long term care facilities.

The SUA also receives an award under Title VII for elder abuse prevention activities. The SUA has the option of using, or not using, any portion of the elder abuse funding to support abuse prevention activities conducted through the Ombudsman program. The SUA may use abuse prevention funding for specific, identifiable activities (such as Adult Protective Services) conducted by any public or private non-profit program or agency.

F. Transfer between Supportive, Congregate and Home-Delivered Funds

The SUA may elect to transfer not more than thirty percent (30%) of the state's allotments for supportive services (**III-B**) to nutrition services. (**III-C**). OAA 308 (b)(5)

The SUA may elect to transfer not more than forty percent (40%) of Title III-C funds received between congregate and home-delivered meals. If the SUA demonstrates to the satisfaction of the Assistant Secretary that a larger transfer is required to satisfy service needs, the SUA may request a waiver from the AoA to allow an additional ten percent (10%) transfer between congregate and home-delivered nutrition services. OAA 308 (b)(4)

The State may not delegate to an area agency on aging or any other entity the authority to make a transfer under the preceding OAA provisions. OAA 308(b)(6)

G. Administration

The AAAs may use ten percent (10%) of their total OAA Title III allotments to pay no more than seventy-five percent (75%) of the cost of area plan administration. OAA 304 (d)(1)(A)

The SUA may use five percent (5%) of the federal Title III allotments to pay no more than seventy-five percent (75%) of the cost of State Plan administration. Any funds not needed by the SUA to fund State plan administration may be used to supplement the amount available to cover part of the cost of administration of area plans. OAA 308 (a) (1)(2) and 308 (b)(1)

The SUA will not fund program development and coordination activities as a cost of supportive services for the administration of area plans until it has first spent ten percent (10%) of the total of its combined allotments for Titles III-B, C-1, C-2, and E on planning and administration activities. 45CFR 1321.14 (i)

207: Allotments of Special State Funds

The South Carolina General Assembly currently appropriates funds each year to the SUA to fund aging programs throughout the state for the following uses: the required five per cent (5%) match for OAA funds, in home and community services for the elderly, cost of living adjustments and state grant funds for AAAs, and for the ombudsman program.

A. State General Revenue Funds

1. Required Match

The state shall provide five percent (5%) match to earn federal revenue. OAA 309(b)(2).

2. In-Home and Community-Based Services

These funds are used to provide in-home services for functionally impaired older persons and other community-based services where the need is unmet or where there are individuals on waiting lists for existing services, and amounts received prior to SFY 2007, are distributed according to the same intra-state formula used for the OAA. State supplemental funds received for the first time in SFY2007 are distributed by a formula that divides 40% of funds equally among the 46 counties to assure a base amount of support is available for services in rural areas of the State. The remaining 60% of supplemental funds

are distributed according to the the intra-state formula used for Title III funding. When there are across the board budget cuts, every effort is made to ensure that the amount allotted to these services is maintained to ensure minimal reduction of services to older adults.

3. **Ombudsman Services**

After meeting the previous two requirements \$310,000 is divided by formula among the designated PSAs for support of the regional ombudsman program. These funds shall not be used to supplant any existing resources. When there is an across the board budget cut, every effort will be made to maintain this level of support for the ombudsman program.

4. **Cost of Living Adjustments and State Grant**

Funds for this line item are determined after the previous obligations are met. Any funds designated are for continuing the previously awarded cost of living increases in the state portion of salaries budgeted by AAA administrators. Whenever the General Assembly authorizes cost of living or performance pay increases for state employees, that proportional increase is added to the maintenance of effort amount in this line item. These funds are distributed based on the number of full time equivalent staff paid with state revenue at each area agency as of the last day of the preceding state fiscal year.

After application of the items above, the remainder of general revenue funds (not to exceed \$50,000) is divided equally among the ten AAAs to assist in meeting matching requirements for services delivered at the regional level.

B. Bingo Revenue

1. **Alternative Care for the Elderly (ACE)**

Revenue from bingo game operator license fees is available for use in the ACE program. Because of legislative action, beginning in State Fiscal Year 2008 the amount of revenue from the fees collected from bingo operators will be \$600,000 annually. These funds are distributed according to state law as follows: one-half of the funds are divided equally among the forty-six counties; the remaining one-half must be divided based on the percentage of the county's population age sixty and above, in relation to the total state population age sixty and above using current census data. Contractors receiving these funds must be agencies recognized by the SUA as service delivery contractors of the area agencies on aging.

Neither the SUA nor the AAA may use any Bingo funds for administration. Each AAA specifies the use of these special state funds in its Area Plan.

2. **Senior Center Permanent Improvement Program (PIP)**

From bingo revenue collected by the Department of Revenue, \$79,000 monthly is set aside in an earmarked fund for competitive grants to construct, renovate, or make major repairs to multi-purpose senior centers. Grant application and review procedures are included in the SUA Permanent Improvement Program (PIP) Grant Application Package and related material on the LGOA website.

C: Allotments Other Than OAA and State Funds

The SUA may receive and administer other funds that will contribute toward meeting the needs of older South Carolinians. Such funds may include federal grants, resources from private organizations, or other grants to assist older people, such as the ElderCare Trust Fund.

1. **ElderCare Trust Fund**

Section 43-21-160 of the Code of Laws of South Carolina, 1976, as amended created the Elder Care Trust Fund (ECTF) and requires that all monies received from S.C. state income tax check-off and voluntary contributions to the fund be used to award grants to public and

private non-profits agencies and organizations to establish and administer innovative programs and services that assist older persons to remain in their homes and communities with maximum independence and dignity. The ECTF supplements and augments programs and services provided by or through state agencies but ECTF funds may not take the place of current resources used for these programs and services.

The SUA carries out all activities necessary to administer the fund. These activities include, but are not limited to the following:

- assess critical needs of the frail elderly;
- establish priorities for meeting these needs;
- receive gifts, bequests, and devises for deposit and investment into the trust fund;
- provide technical assistance to those who have expressed an interest in preparing a grant proposal, as appropriate;
- solicit proposals for programs that are aimed at meeting the identified needs;
- establish criteria for awarding grants; and
- award grants to successful offerors.

The number of grants awarded each year is based upon the amount of funds available in the trust fund. At the current time, awards are limited to a maximum grant amount of \$12,000.00 for first year grants. Grantees are permitted to request second year funding at a maximum grant amount of \$7,500. A successful grantee receives a final award of \$3,750 in the third year. No ECTF funding is awarded for more than three years for the same or similar project.

2. Alzheimer's Resource Coordination Center (ARCC)

The ARCC, located within the SUA, was established by state legislation (Title 44 Chapter 36) in 1994. The center's goal is to serve as a statewide focal point, for coordination, service system development, information, referral, caregiver support, and education to assist persons with Alzheimer's disease and related disorders (ADRD) and their families and caregivers. The Governor appoints an ARCC advisory council whose members represent state agencies and organizations identified in the statute.

An amendment to Title 44 Chapter 36 in 1996 directed the ARCC to develop a grant program to assist communities and other entities in addressing problems related to Alzheimer's disease and related disorders. Guided by an advisory committee, the ARCC solicits grant applications annually for respite care services and educational intervention for persons with ADRD and their families and caregivers. The ARCC advisory council makes recommendations on priority needs to be addressed by the subgrantees and assists in selecting grant recipients. ARCC grant periods are from July 1 through June 30, each year and may be extended for a second year at 50% of the original amount, if it is in the best interest of the ARCC.

Respite programs established according to a community-based service model:

- provide a respite program that is dementia-specific, and that may include in-home, overnight, adult day services, or a social model group respite services;
- offer people with ADRD scheduled opportunities for appropriate care and activities in a safe and supportive environment;
- provide hours of respite from caregiving tasks for family caregivers;
- provide families with information about other services such as counseling and support groups for family members;
- provide qualified staff who may be assisted by carefully selected and trained volunteers;

- have the potential for continuity and expansion; and
- show evidence of community collaboration and support and maximum utilization of existing resources.

Educational interventions will provide new or expanded programs for families and caregivers of persons with ADRD. Priority topics for educational intervention include, but are not limited to, the following:

- medication and side effects;
- grief, loss, and depression;
- home safety and security;
- legal and financial issues;
- communication;
- prevention and management of difficult behavior; and
- resources available in the community.

Eligible applicants include Alzheimer's organizations, social service and health care providers, denominational groups, local service providers, and educational institutions. Local resources used as match may be in cash or substantive in-kind support.

Appropriate fees may be charged for services provided under an ARCC grant, in order to make the program self-supporting; however, provisions must be made to serve those who cannot afford to pay a fee.

3. Social Services Block Grant (SSBG)

The Department of Social Services awards SSBG funds according to the state plan for the SSBG program. Funds for home delivered meals under the SSBG program have been awarded to the SUA since October 1992. Initially, these funds were awarded to AAAs based on the amount of SSBG program funds the region had for multiple services prior to 1992. This was necessary to allow those regions to make transfers in the Title III program to maintain the essential services previously provided with SSBG funding. The process for awarding SSBG funds to AAAs has not changed.

AAA contractors receiving SSBG funding may not limit receipt of services to individuals over age 60, but may target services to those most in need of the services according to the group eligibility standards for SSBG services. All standards for Title III-C-2, except age eligibility, apply to services delivered with SSBG funds.

4. I-CARE and Senior Medicare Patrol

The Centers for Medicaid and Medicare Services (CMS) and AoA fund these activities. I-CARE is designed to provide trained volunteers who assist older adults in understanding health insurance policies, in accessing accurate information, and in resolution of problems with benefit statements.

Senior Medicare Patrol focuses on raising awareness of how fraud occurs in the Medicare program and empowering seniors and caregivers to recognize and report suspected fraud when it occurs.

208: Federal Waivers

A. Process for Requesting Waivers from the AoA

Whenever the SUA proposes to request a waiver under **OAA Section 316 (a)**, the SUA shall publish their intention, together with the justification for the waiver, at least 30 days prior to submission of the request to AoA. An individual, subgrantee, or contractor from the area with respect to which the proposed waiver applies is entitled to request a hearing before the SUA on the decision to grant such waiver. The waiver request as submitted to AoA must contain the following documentation:

- approval of the State Legislature or a statement that legislative approval is not required;
- collaboration with area agencies on aging and other organizations affected by the waiver;
- opportunity for public review and comment;
- circumstances in the State that justify the waiver;
- probable positive consequences;
- probable negative consequences; and
- expected benefits for older individuals.

B: Requirements Subject To AoA Waiver

The SUA may request a waiver for:

- any provision of Sections 305, 306, and 307 that require statewide uniformity if the waiver permits demonstrations of innovative approaches to assist older individuals;
- any area plan requirement in Section 306(a) if the waiver promotes innovations that improve service delivery and will not diminish services already provided under the OAA;
- any State Plan requirement in Section 307(a) if the waiver promotes innovations that improve service delivery and will not diminish services already provided under the OAA;
- the limit of transfer between part B and Part C in Section 308(b)(5); and
- the requirements in Section 309(c) related to reduced State expenditures. OAA 316(b)

C: Duration of the AoA Waiver

The SUA shall include in each waiver request a recommendation as to the duration of the waiver but that duration may not exceed the period of the applicable State Plan on Aging. If AoA approves the waiver request(s) it shall specify the duration of the waiver. AoA may specify the duration recommended by the SUA or set a shorter time period. OAA 316(c)

D. Evaluation Reports to Secretary

The SUA shall prepare and submit any reports requested by AoA to evaluate the impact of the waiver on the operation and effectiveness of programs and services provided under the OAA. OAA 316(d)

209: State Waivers**A. Process for Requesting Waivers from LGOA**

Whenever the AAA proposes to request a waiver of any SUA policy or procedure, the AAA shall publish their intention, together with the justification for the waiver, at least 30 days prior to submission of the request to the SUA. The waiver request submitted to the SUA must contain the following documentation:

- approval of the governing board of the area agency on aging and, when applicable, of the governing board of the contractor affected;
- collaboration with contractors and other organizations or individuals affected by the waiver;
- opportunity for public review and comment;
- circumstances in the region that justify the waiver;
- probable positive consequences;
- probable negative consequences; and
- expected benefits for older individuals.

B: Requirements Subject To SUA Waiver

The AAA may request a waiver for:

- any provision of Quality Assurance Standards and Indicators provided the requested waiver will allow for more innovative, effective, or efficient approaches to serving older individuals in the region;
- any area plan requirement that prevents regional innovations that improve service delivery under the Area Plan;
- any non-federal or non-legislative provision in the Policies and Procedures Manual provided that the waiver will not diminish services already provided under the Area Plan;
- the limit of transfer between part B and Part C in OAA Section 308(b)(5); and
- the minimum expenditures for a priority service, if there is documentation that the availability of that service in the region is sufficient to meet the need of older individuals in the region.

C: Duration of the SUA Waiver

The AAA shall include in each waiver request a recommendation as to the duration of the waiver but that duration may not exceed the period of the applicable Area Plan. If the SUA approves the waiver request(s) the SUA shall specify the duration of the waiver. The SUA may specify the duration recommended by the AAA or set a shorter time period.

D. Evaluation Reports for SUA

The AAA shall prepare and submit annual reports that evaluate the impact of the waiver on the operation and effectiveness of programs and the quantity and quality of services provided to older individuals under the Area Plan.

CHAPTER 300: APPLICATION PROCEDURES AND GENERAL POLICIES FOR SUBGRANTEES

301: Purpose of Chapter

This Chapter sets forth in five sub-sections the policies and procedures governing the application process for obtaining funding and general policies that affect program subgrantees and contractors.

302: Eligible Subgrantees

The SUA will award OAA funds and related state funds only to the AAA to develop and administer an area plan. No OAA funds shall be awarded directly to any other agency when a designated AAA exists, unless the AAA has been suspended temporarily. The designated AAA shall carry out, directly or through subgrant or contract, a program approved in the area plan. The SUA shall make other program awards in keeping with state and federal regulations and policies.

303: Subgrantee Responsibilities under the OAA

The SUA requires subgrantees to comply with the policies and procedures set forth in this manual, in the OAA, in 45 CFR Parts 74, 92, and 1321, in other appropriate federal regulations, and with any applicable state policies and procedures that may be promulgated. Subgrantees are responsible for knowing and understanding the contents of this manual and referenced documents.

304: Procedures for Applications for Support

Application for OAA and other SUA funding must be made through the area plan process prescribed by SUA. Area plans submitted by AAAs shall be approved by the SUA in accordance with the uniform area plan format and procedures outlined in this manual. After SUA review, a written report is sent to the applicant outlining any modifications needed or conditions to be met prior to approval of the plan.

The SUA will approve an area plan or amendment when the plan meets all of the requirements in this manual or as otherwise prescribed by the SUA. The SUA will provide a formal notice of approval of the area plan and the amount of approved funds using a standard grant award agreement between the SUA and the AAA. The SUA requires a grant award signed by all parties as official notification of acceptance of the award by the AAA. Subgrantees shall operate in accordance with approved applications and Grant Agreements.

The SUA will use the following procedures in issuing Grant Awards for OAA and state funds:

- SUA program manager submits the budget for the approved area plan to the SUA Fiscal Coordinator for documentation of the availability of funds;
- The Operations Manager prepares the grant award;
- Grant awards are reviewed by appropriate program manager and fiscal coordinator before they are signed by the **Deputy Director of Administration**;
- Operations Manager then prepares a transmittal letter to accompany the grant award sent to the AAA for signature; and
- Upon return of signed grant awards, the SUA maintains the original **in the fiscal files**.

The SUA will not require prior approval of AAA sub-grants/contracts executed with a nonprofit public or private organization; however, the AAA shall forward to the SUA copies of all subgrants or contracts and all amendments to such within 60 days of the effective date of the documents.

305: General policies

This information on policies and procedures applies to all subgrantees and contractors. The AAA shall ensure that each contractor meets the **appropriate** requirements of this subsection. Subgrantees receiving funds under the OAA are also subject to the following laws and regulations:

- All provisions of the OAA, as amended to date;
- Federal regulations issued pursuant to the OAA;
- 45 CFR 1321.5 cites that the following regulations apply to all activities under this part [Title III] and adds that there may be others not listed here.
- 45 CFR Part 16: Procedures of the Departmental Grant Appeals Board;
- 45 CFR Part 74: Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations;
- OMB Circular A-122: Cost Principles for Non-Profit Organizations;
- 45 CFR Part 80: Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health, Education, and Welfare; Effectuation of Title VI of Civil Rights Act of 1964;
- 45 CFR Part 81: Practice and Procedure for Hearings under Part 80 of this Title;
- 45 CFR Part 84: Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Participation
- 45 CFR Part 91: Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
- 45 CFR Part 92: Uniform Administration Requirements for Grants and Cooperative Agreements with State and Local Government;
- OMB Circular A-87: Cost Principles for State, Local, and Indian Tribal Governments; and
- 45 CFR Part 100: Intergovernmental Review of Department of Health and Human Services Programs and Activities; and
- 5 CFR Part 900, subpart F: Standards for a Merit System of Personnel Administration.
- Program Issuances (PIs) issued by AoA or the SUA that supersede the manual. AoA issuances will become effective only after the SUA has provided notice to that effect.

Subgrantees receiving funds under the OAA are subject to the above provisions. In addition, they are subject to the policies and procedures contained in supplemental instructions issued by the SUA. Subgrantees receiving **ARCC or ECTF awards** are subject to the provisions of the authorizing legislation and any relevant policies established by the SUA.

A. Administration

The SUA is vested with the authority to carry out all functions and responsibilities prescribed under the OAA, federal regulations and the Code of Laws of South Carolina, 1976, as amended. Whenever the SUA executes a subgrant with the AAA or other organization to provide aging services or programs, it has the responsibility of ensuring that such agency or organization adheres to this manual and other policies and procedures that might be developed from time to time. The SUA requires all subgrantees to establish acceptable methods for administering OAA programs. The SUA will periodically monitor, assess and evaluate in order to ensure that subgrantees meet minimal standards of operation.

B. Title VI of the Civil Rights Act

OAA funds shall be administered in compliance with Title VI of the Civil Rights Act of 1964, the Regulations (45 CFR Part 80) issued pursuant thereto. Subgrantees shall provide a signed Statement of Compliance Form 441 with each grant award.

The SUA requires that each award recipient make no distinction because of race, color, sex, physical handicap, religion or national origin in providing to individuals any services or other benefits under projects financed in whole or in part with OAA funds. (This provision excludes age since the SUA serves primarily older persons by design and by law.) The SUA and all subgrantees will adhere to the following:

- inform program beneficiaries and other interested persons that services and other benefits of the program must be provided on a nondiscriminatory basis;
- inform program beneficiaries of their right to file a complaint with the SUA if there is evidence of discrimination on the basis of race, color, income, sex, physical handicap or national origin;
- inform staff, other agencies on aging, and program beneficiaries that referrals may not be made to agencies, institutions, organizations, facilities, or individual practitioners that engage in discrimination;
- require subgrantee compliance with policies and procedures to provide program beneficiaries with the opportunity to file a complaint;
- comply with policies and procedures to provide OAA program beneficiaries of the opportunity to file a Title VI Civil Rights complaint; and
- post in appropriate places public notice informing program beneficiaries of these policies.

C. Standards of Personnel Administration

In keeping with OAA regulations, the SUA maintains methods of personnel administration that are in conformity with the Standards for a Merit System of Personnel Administration as set out in the Code of Laws of South Carolina, 1976, as amended.

D. Equal Opportunity

SUA subgrantees shall require compliance with equal employment opportunity principles by all contractors. Subgrantees shall monitor contractor compliance.

E. Publications

Any published material based on activities receiving support from SUA shall contain an acknowledgement of that support, and a statement that the activities comply with Title VI of the Civil Rights Act. In any acknowledgment of support, both the SUA and the AoA shall be credited. Subgrantees and contractors may use the following, or a similar statement:

“This (report) (document) (video), etc., was prepared with financial assistance from the State Unit on Aging and the U. S. Administration on Aging through the OAA of 1965, as amended.”

The AoA reserves the option, **upon request**, to receive, free of charge, up to twelve (12) copies of any publication published as a part of OAA Program operations and two copies of any publication based on such operations.

When SUA supported activities result in copyrightable material, the author is free to obtain a copyright, but the SUA and the AoA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or use, and to authorize others to use, all such material.

The SUA reserves the right, **upon request**, to receive free of charge fifteen (15) copies of any publications that a subgrantee may publish utilizing SUA funds. The State Library is authorized by law to receive fifteen (15) copies of any book or brochure produced with federal or state funding.

F. Licensure and Standards

All subgrantees and contractors shall ensure that when state or local public jurisdiction requires licensure for the provision of any services under the Area Plan such licensure shall

be obtained. All projects funded with SUA assistance shall meet quality assurance standards as found in Appendix 500 C.

G. Confidentiality and Disclosure of Information

The AAA must have procedures to ensure that no information about an older person, or obtained from an older person by a contractor or AAA, is disclosed by the contractor or AAA in a form that identifies the person without the informed consent of the person or of his or her legal representative, unless the disclosure is required by court order, statute, or regulation. Disclosure shall be provided for monitoring by authorized federal, state, or regional agencies.

The AAA must ensure that lists of older persons compiled under information and referral services are used solely for the purpose of providing services or evaluating services. AAAs shall obtain written assurance from contractors that they will comply with SUA confidentiality requirements.

H. Code of Conduct

The SUA has an established code of conduct prescribed by the State of South Carolina that governs the performance of its employees or agents in contracting with or expending federal or state grant funds. The Code of Conduct is available from the State Ethics Commission.

As a part of this Code of Conduct, no SUA employee or agent shall solicit or accept gratuities, favors or anything of monetary value from contractors or potential contractors. The code provides, to the extent possible under state law, rules and regulations for penalties, sanctions or other disciplinary actions to be applied for violations of standards by employees or agents of the SUA, or by contractors or potential contractors.

All AAAs and other subgrantees of the SUA shall adopt a code of conduct that provides at a minimum the features identified in 45 CFR 92.36(b)(3) or 45 CFR 74.42 as applicable. Such organizations should use the Code of Conduct published by the SC Ethics Commission as a model.

I. Nepotism – Hiring of Relatives

Two or more members of an immediate family shall not be employed by a recipient of funds awarded by the SUA if such employment will result in one individual supervising a member of his/her immediate family, or where one member occupies a position that has influence over another's employment, promotion, salary administration and other related management or personnel considerations.

For the purpose of this policy, the immediate family shall include spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandson and granddaughter.

J. Budget Year and Period for Award

At the time of approval of an area plan, the SUA will establish an effective period for the award. The period is a number of years designated by the SUA during which time the recipient of award may be granted continuation of the award, and is a period of time used for long-range budget planning. Funds obtained under the OAA or through state appropriations are planned for and requested for only one budget year at a time. Once a budget year has been established, it shall not be changed by any subgrantee without approval by the SUA given through the issuance of an amended Grant Award.

K. Grants Administration

The SUA maintains an adequate accounting system and generally accepted accounting practices to assure proper disbursement of, and accounting for, Federal funds paid to the State under the OAA, including funds paid to the recipients of a grant or contract. Such practices shall be in accordance with policies issued by the AoA or the state. OAA 307(a)(7)(A)

The SUA requires that AAAs maintain proper accounts, with all necessary supporting documents. Such accounts must be in a form that will provide an accurate and expeditious determination of the status of all federal and non-federal funds at any time, including the disposition of funds received and the nature and amount of all expenditures and obligations claimed against OAA and state allotments. **Subgrantees** shall enter the liability for the local matching funds in the appropriate accounts when payment is requested from the SUA.

L. Maintenance of Local Support for Services

The AAA will require each contractor to ensure that OAA or State funds are not used to replace funds from **existing local sources and that increases in Federal and State funds shall result in increased Federal and State funded units of service.**

M. Matching and Percentage Requirements

Each AAA and contractor must meet all of the matching and percentage allocation requirements of the Federal regulations as applied to its area plan. The AAA may use not more than 10 percent (10%) of the total of its combined allotments for supportive (III-B), nutrition (III-C-1 and III-C-2) and family caregiver services (III-E) to pay not more than 75 percent (75%) of the costs of administering its area plan.

The AAA may use its allotments for supportive, nutrition, and wellness services to pay not more than 85 percent (85%) of the costs of these activities. Five percent (5%) will be provided by the State. The state matching funds for OAA shall be distributed on the same basis as the federal funds they are used to match. The AAA shall ensure that ten percent (10%) of the cost of the supportive, nutrition, and wellness services is from non-federal resources.

The AAA may use its allotments for family caregiver services to pay not more than 75 percent (75%) of the costs of these activities. Twenty five percent (25%) of the cost of caregiver services shall come from non-federal sources.

N. Requirements for the Non-Federal Share

For both the AAA and contractor the non-federal share may be cash and/or third party in-kind contributions. Third party In-kind contributions may be in the form of real property, equipment, supplies, and other expendable property, and the value of goods and services directly benefiting and specifically identifiable to the project or program. **45CFR Part 74.2** The AAA shall develop and maintain an adequate control system that ensures that the AAA and its subgrantees or contractors are meeting the match requirements.

All resources used to meet the match requirements shall comply with allowable cost provisions of the program to which they are applied and shall be used for program costs that are necessary for the delivery of the contracted services or activities.

When computing the value of third party in-kind match, the subgrantee and contractor shall use the fair market value of the third party donation. Fair market value is defined as “what a reasonable buyer would pay to a reasonable seller when neither party is compelled to make the transaction.” When volunteer time is used as in-kind match, the definition would be the same except that the terms “buyer” and “seller” would be changed to “employer” and “employee.” Note: Guidance about determining the value of donations is available in Publication 561 of the Internal Revenue Services.

O. Populations Targeted for Service under the OAA

The AAA shall ensure that preference for service is given to those older persons in greatest social and/or economic need, with particular attention to low income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, older individuals residing in rural areas and older individuals at risk for

institutional placement. “Low-Income” is defined as income that is less than 125% of the poverty level published annually in the Federal register.

“Minority older persons” are defined by AoA in the instructions for NAPIS reports as:

- African American, Not of Hispanic Origin -- A person having origins in any of the black racial groups of Africa;
- Hispanic Origin -- A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish/Portuguese culture or origin, regardless of race;
- Indian or Alaskan Native -- A person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition; and
- Asian American/Pacific Islander -- A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, Samoa and the Hawaiian Islands.

“Rural” is defined by AoA as “any area that is not defined as urban.” Urban areas comprise urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000) and an incorporated place or a census designated place with 20,000 or more inhabitants.”

P. Voluntary Contributions for OAA Services

The 2000 OAA amendments continue to provide for solicitation of voluntary contributions for services delivered with OAA funds. A voluntary contribution is a gift or donation, freely given, without persuasion, coercion, or legal obligation. Voluntary contributions shall be allowed and may be solicited for all services for which funds are received under the Act if the method of solicitation is non-coercive. Such contributions shall be encouraged for individuals whose self-declared income is at or above 185% of the poverty line, at contribution levels based on the actual cost of the service. OAA 315 (b)(1)

The AAA and contractors shall not use a means test for any service for which contributions are accepted or deny services to any individual who does not contribute to the cost of the service. The AAA shall consult with contractors and older individuals in the PSA to determine the best method for accepting voluntary contributions. The same sliding scale used for cost-sharing shall be used to guide voluntary contributions. OAA 315 (b)(2) and (3)

The area agency on aging shall ensure that each contractor will:

- provide each program beneficiary with an opportunity to voluntarily contribute to the cost of the service;
- protect the privacy and confidentiality of each program beneficiary with respect to the their contribution or lack of contribution;
- clearly inform each program beneficiary that there is no obligation to contribute and that the contribution is purely voluntary;
- establish appropriate procedures to safeguard and account for all contributions; and
- use all collected contributions to expand the service for which the contributions were given and to supplement (not supplant) funds received under the OAA. OAA 315(b)(4)(A through E)

The voluntary contributions system adopted shall be clearly explained to individuals who use the agency’s services. The explanation should be made both verbally and in writing at the time service delivery is arranged. The explanation shall include the voluntary nature of the contribution, confidentiality policies, and how contributions are collected and used.

Q. Cost Sharing for OAA Services

The 2000 OAA amendments provide for cost-sharing for limited services delivered with OAA funds. Cost sharing is defined by the SUA as “sharing of the full cost of the service by the contractor and the program beneficiary.” The level of participation is based on the individual’s willingness and ability to share in the cost, and the contractor’s total cost of the service. It is the responsibility of the AAA to ensure that each contractor meets the OAA requirements. The following provisions are taken from the OAA, as amended in November of 2000:

1. The SUA permits cost sharing by program beneficiaries for all services funded under the OAA and state-funded programs with the exceptions noted in items 2 and 3 of this section. **OAA 315(a)(1)**
2. The state is not permitted to implement cost sharing for the following **OAA** services:
 - (a) information & assistance, outreach, benefits counseling or case management services;
 - (b) ombudsman, abuse prevention, legal assistance, or other consumer protection services;
 - (c) congregate and home delivered meals funded under the OAA; or
 - (d) any services delivered through tribal organizations. **OAA 315(a)(2)(A through D)**
3. The state does not permit cost sharing for services by older persons whose income is at or below federal poverty guidelines. The SUA may exclude from cost sharing low-income persons whose incomes are above the federal poverty line if other factors warrant partial or full exemption. The SUA shall not consider any assets, savings, or other property owned by older persons when defining low-income persons who are exempt from cost sharing, when creating a sliding scale for the cost sharing, or when seeking contributions or explaining the cost-sharing sliding scale, the AAA may describe the unit in composite terms, such as a “visit” for home care services, a “ride” for a transportation services, or a “day” for adult day care.
4. The SUA shall require that each AAA ensure that all contractors shall:
 - (a) protect the privacy and confidentiality of each older individual with respect to declared income and share of cost paid;
 - (b) establish appropriate procedures to safeguard and account for payments received;
 - (c) use all collected payments to expand the service for which the payment was given;
 - (d) not consider assets, savings, or property owned by the older individual in determining whether cost sharing is permitted under the OAA;
 - (e) not deny services to an individual due to income or failure to participate in cost sharing;
 - (f) determine eligibility of individuals to cost share solely by their confidential self-declaration of income with no required verification; and
 - (g) widely distribute State created materials in formats reflecting the reading abilities and languages of older individuals to describe the criteria for cost sharing, the sliding scale, and mandate cited in statement (e). **OAA 315(a)(5)(A through G)**

The explanation should be made both verbally and in writing at the time the service is arranged. It shall include confidentiality policies, and how payments are used to expand services. Income from cost sharing shall not be used to meet the local match requirement.

When the state and AAA conduct public hearings on state and area plans, they shall solicit the views of older individuals, subgrantees, contractors, and other stakeholders on implementation of cost-sharing in the service area or the state. Prior to the implementation of cost sharing, each state and AAA shall develop plans that are designed to ensure that the participation of low-income older individuals (with particular attention to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) will not decrease with the implementation of cost sharing. **OAA 315(c)(1) and (2)**

R. Fees for Non-OAA Supported Services

Fees or payments are defined by the SUA as “legal obligations required in order to receive the service”. The SUA allows fees to be collected for meals provided with State general revenue and Bingo tax and license fees provided each source of funds has a distinct population receiving services only under those sources. A subgrantee or contractor charging fees under this provision may not rotate the same population of service program beneficiaries through various funding sources.

When no OAA funds are used to support a service, in whole or in part, and the funding source has no prohibitions against fees, a contractor may require a fee from an individual in order to receive a service. The sliding scale used for cost-sharing and voluntary contributions and the method of developing it should be used for establishing such fees. The sliding scale shall establish a maximum total amount an individual may be charged, regardless of the number of services received. A “block” fee may be established as a percent of income whenever the AAA determines it is in the best interest of the individual.

When this method is used, payments should be prorated over each type of service the individual receives. For purposes of explaining the sliding scale, the AAA may describe the unit in composite terms, such as “visit” for home care, a “ride” for a transportation services, or a “day” for adult day care.

Fees established for services may be waived by the contractor in whole or in part for a specified period of time. In granting a waiver, the contractor shall consider hardship caused by unusual or unpredictable situations. These include, but are not limited to, increased medical expenses, housing or energy expenses, natural disasters, or signs of abuse, neglect, or exploitation. A waiver may be granted either at initial assessment, or when the individual’s circumstances change. Fees are identified and tracked by client.

The following principles should guide termination of services due to non-payment:

- individuals above poverty level who have been determined able to pay a fee may be denied or terminated from services except when the individual’s health and/or safety is at risk;
- individuals or their representatives shall be given notice of actions that can be taken to avoid service termination; and
- individuals or their representatives shall notify the contractor of any changes that affect their ability to make payments or when income or expenses have changed.

When the individual or representative notifies the contractor of the inability to pay, the contractor shall re-assess the client to determine if there is cause for a full or partial waiver of the fee or a suspension of the fee for a designated period. Staff shall encourage and support a sense of self-determination in all interactions so that the individual’s dignity is preserved.

When a contractor offers private-pay services, fees shall be based upon the full cost of the service as determined by the contractor or identified in the Area Plan; no part of the cost may be supported by OAA. The fees for such private-pay services may be paid by the individual or subsidized, in whole or part, by local sources; e.g., civic or religious organizations, or United Way. Each contractor who offers “private-pay” services that are also provided under contract with the AAA shall establish a written methodology for determining priority for services under OAA as opposed to private-pay or locally subsidized services. This methodology shall not include a means test.

CHAPTER 400: AREA AGENCY ON AGING ADMINISTRATION**401: Purpose of Chapter**

This Chapter sets forth the policies and procedures that the AAA must follow in carrying out activities under an area plan.

402: Mission Statement

The OAA intends that the Area Agency on Aging (AAA) shall be the leader relative to all aging issues on behalf of all older persons in the planning and service area. 45 CFR 1321.53(c) The AAA shall proactively carry out, under the leadership of the SUA, a wide range of functions related to advocacy, planning, coordination, inter-agency linkages, information sharing, brokering, monitoring and evaluation, designed to create a comprehensive and coordinated community-based systems. The system shall assist older persons to live in their own homes and communities as long as possible. A comprehensive and coordinated community based system shall:

- have a visible focal point of contact where anyone can go or call for help, information or referral on any aging issue;
- provide a range of service options;
- ensure that these options are readily accessible to older persons, the independent, semi-dependent and totally dependent, no matter what their income;
- include commitment of public, private, voluntary resources to support the system;
- involve collaborative decision-making among public, private, voluntary, religious and fraternal organizations and older people in the community;
- offer special help or targeted resources for the most vulnerable older persons, those in danger of losing their independence;
- provide effective referral from agency to agency to ensure that information or assistance is received no matter how or where contact is made in the community;
- evidence sufficient flexibility to respond with appropriate individualized assistance, especially for the vulnerable older persons;
- have a unique character that is tailored to the specific nature of the community; and
- be directed by community leaders who have the respect, capacity and authority necessary to convene all interested persons, assess needs, design solutions, track overall success, stimulate change and plan community responses for the present and for the future.

For the purpose of ensuring access to information and services for older persons, the AAA shall work with elected officials to designate one or more “focal points” in each community as defined by the AAA. Focal points shall provide the facility for maximum collocation and coordination of services for older individuals. AAAs shall designate multi-purpose senior centers as community focal points. The AAA shall ensure that services financed under the OAA will be based at, linked to, or coordinated with the designated focal points. The AAA shall work with other community agencies to encourage maximum collocation at, coordination with, or access to service opportunities from designated community focal points. The AAA may not engage in any activity inconsistent with its statutory functions **as defined in regulation. (See definition in Chapter 100.)**

403: Functions of the AAA

The minimum functions of the AAA are as follows:

A. Planning

The AAA must engage in a continuous process of planning for older persons. The AAA must develop and administer an Area Plan in compliance with all applicable laws and regulations, including all requirements of the SUA. The following activities must guide the planning process. OAA 306(a):

- assessment of services needed by older person;
- assessment of the effectiveness of other public or private programs serving those needs;

- prioritization of unmet needs of older persons with the greatest economic and social needs, (with particular attention to low income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, older individuals residing in rural areas and older individuals at risk for institutional placement;
- establishment of measurable, attainable goals, objectives, and standards of performance for meeting prioritized needs;
- initiation, expansion, improvement and coordination of services for older persons and caregivers;
- identification and analysis of barriers that prevent access to services.
- analysis of feedback obtained through public hearings, the Advisory Council, local officials, older persons and public and private agencies in the state;
- analysis of feedback provided by older adults who participate in any aging programs in the area-wide planning process;
- distribution of available resources throughout the PSA in a manner that addresses the identified needs for services.

B. Program Development

The program development activities of the AAA shall maintain or enhance existing programs and also develop new programs. Program development decisions are based on needs identified in the planning process, and on efforts to reduce or eliminate some services in order to concentrate efforts and resources on the development of more critical services. 45 CFR 1321.17(f)(14)

C. Resource Development

The AAA shall seek necessary resources from local governments, foundations, federal grants and other sources to maintain, enhance, and develop services. When appropriate, these efforts should be coordinated and supported through the SUA to maximize successful outcomes. 45 CFR 1321.53(a)

D. Service Delivery

The AAA shall use contractors to provide all supportive services, nutrition services, or in-home services under the area plan except where, in the judgment of the SUA:

- provision of service by the AAA is necessary to ensure adequate services;
- such services are directly related to the AAA statutory function; or
- such services can be provided with comparable quality and cost by the AAA.

Services directly related to statutory functions, advocacy and service delivery functions of the AAA are those that must be performed in a consistent manner throughout the PSA. The SUA has determined that these services are as follows:

- information, referral and assistance;
- caregiver support services;
- insurance counseling;
- outreach, advocacy;
- program development and coordination; and
- needs assessment and case management. OAA 307(a)(8)(A)

E. Contract and Grants Management

AAAs are responsible for maintaining systems for financial management, purchasing and property management that provide reasonable assurances that funds are used in accordance with applicable laws, regulations, and award terms and conditions. OAA 307(a)(7)(A)

Standards for such grantee and subgrantee systems are contained in 45 CFR 92 for governmental entities and 45 CFR 74 for educational institutions, hospitals, nonprofit organizations, and commercial entities.

F. Training

The AAA shall develop and implement an annual training plan that includes in-service training for AAA staff, Advisory Council members, and contractors under the area plan.

The training plan should reflect the training needs identified in the training needs assessment conducted by the SUA and the AAA. The training plan should address the service priorities in the Area Plan, complement state efforts, and include training provided by the SUA and other entities. The training plan shall be kept on file at the AAA. The AAA shall ensure that contractor budgets included resources necessary to attend all training required by the AAA and the SUA.

All contractors under an area plan shall comply with procedures established by the AAA for training of volunteers and paid personnel according to Quality Assurance standards.

G. Community Education

The AAA is expected to conduct activities necessary to promote designated focal points and make them visible in their communities. Efforts should be directed towards older people and caregivers seeking information and/or services. The AAA should raise the awareness of public officials and other agencies regarding the problems and needs of older people. 45 CFR 1321.53(b)(1)(7) and (10)

H. Advocacy

The AAA is expected to attend public hearings held within the PSA or by statewide entities on issues, plans, grants, etc. that affect older persons. The AAA is expected to make presentations when appropriate. Advocacy efforts should include attention to legislative and budgetary matters of concern to older persons. When requested, advocacy efforts shall be undertaken by the AAA to assist individual older persons to access service and benefits. 45 CFR 1321.61(b)(1)

I. Coordination

The AAA shall provide for the identification of public and private resources in, or serving persons in, the PSA. The AAA shall work to coordinate the programs funded under the area plan with such resources to increase older persons' access to quality services. Where appropriate, joint funding and programming to better serve older persons should be considered by the AAA. Program coordination at all levels shall focus on the following functions:

- facilitate coordination of community-based, long-term care services designed to retain individuals in their homes;
- emphasize the development of client-centered case management systems;
- involve long-term care providers in the coordination of community-based long-term care services; and
- address the needs of residents of long-term care facilities. OAA 306(a)(6)(E) and (12) and OAA 203(b) and 45 CFR 1321.61(b)(5)

In carrying out its responsibilities for the development of a comprehensive and coordinated system, the AAA should establish effective and efficient procedures for the coordination of entities conducting other federal programs for older persons at the regional level, with particular emphasis on entities conducting the following programs:

- the Workforce Investment Act;
- title II of the Domestic Volunteer Service Act of 1973;
- titles XVI, XVIII, XIX, and XX of the Social Security Act;

- sections 231 and 232 -of the National Housing Act;
- the United States Housing Act of 1937;
- section 202 of the Housing Act of 1959;
- title I of the Housing and Community Development Act of 1974;
- title I of the Higher Education Act of 1965 and the Adult Education Act;
- section 3, 9, and 16 of the Urban Mass Transportation Act of 1964;
- the Public Health Service Act, including block grants under Title XIX of such act;
- the Low-Income Home Energy Assistance Act of 1981;
- part A of the Energy Conservation in Existing Buildings Act of 1976, relating to weatherization assistance for low income persons;
- the Community Services Block Grant Act, and
- demographic statistics and analysis programs conducted by the Bureau of the Census under Title 13, United States Code;
- parts II and III of Title 38, United States Code;
- the Rehabilitation Act of 1973;
- the Developmental Disabilities and Bill of Rights Act; and
- the Edward Byrne Memorial State and Local Law Enforcement Assistance programs, established under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3750093766b). OAA 306(a)(12)

J. Written Procedures

The AAA shall have written procedures for complying with all of its functions as prescribed in the OAA and this manual. These written policies and procedures shall be available for inspection on request at the AAA and are subject to SCFOIA requirements. The AAA may not adopt this manual as a substitute for developing a regional manual **but may use it as a guide for what should be included in the Regional Manual.**

K. Technical Assistance

The AAA shall provide for ongoing technical assistance to contractors providing services under the area plan. Technical assistance should be provided on a regular basis through on-site visits, regular contractor meetings, and through written communications. Technical assistance should be based on quality assurance findings to ensure continual improvement in service delivery and on any topics requested by contractors under the area plan.

The AAA should provide technical assistance, at their request, to all organizations, public and private, in the planning and service area that are concerned with the needs of older persons. 45 CFR 1321.61(b)(5)

L. Quality Assurance

The State Unit on Aging conducted a statewide review of the procedures followed by each area agency on aging in the conduct of Quality Assurance (QA) reviews of services delivered under contract with service delivery contractors. The following procedures are the result of analyzing best practices and using that information to define specific procedures to be followed in the QA process. The role of the Office on Aging and the AAA in the QA process is outlined as follows:

The SUA will:

- **review the schedule of service(s) to be reviewed in each region as part of the Area Plan or Plan Update review;**
- **with AAA and service delivery contractors' input, establish and update, as needed, the standards and indicators for each service funded through State and OAA funding ;**
- **establish procedures for amending, editing, updating, and reissuing standards and/or**

indicators;

- establish the basic elements to be included in the AAA QA reviews;
- establish the basic reporting process for the AAA to use to transmit findings to appropriate parties;
- include QA standards in the SUA Policies and Procedures Manual.

The AAA will:

- provide a schedule for QA review of all service delivery contractors in the Area Plan and follow that schedule during the plan cycle;
- establish detailed written procedures to follow in conducting QA reviews of service delivery contractors,
- include in the procedures the report of findings, the service delivery contractors' comments on findings and necessary corrective action, if necessary.
- compile a regional analysis of all findings and corrective actions taken;
- review the analysis with the Regional Aging Advisory Council (RAAC) and document the RAAC response to the report;
- by June 3 of each year, forward a copy of that analysis to the SUA and to each service delivery contractor reviewed and include a summary of the QA recommendations for all services reviewed at each service delivery contractor; and
- maintain all original reports, responses, and documentation of corrective action in agency files for three years following the QA review and make them available for review by official monitors or auditors.

Complete QA reports of individual service delivery contractors reviews shall no longer be mailed to the SUA but shall be on file at the AAA for review by the SUA as needed.

1. EXPLANATION OF ROLES

Standards Development:

The SUA will involve selected **service recipients or caregivers**, AAAs and other grantors in the process of creating service standards, amending existing standards and editing of any established standards or indicators. The SUA will undertake amendments, edits, and updates resulting from changes in law, regulation, or policy or when indicated by analysis of QA findings.

Changes to quality assurance standards **may** be made every four years. Standards will be reviewed for required changes in the year prior to the AAA competitive procurement process. This will allow ample time for LGOA staff and AAA staff to review recommendations and agree upon decisions prior to issuing Requests for Proposals for competitive procurement.

The SUA will issue all standards, amendments and edits in draft form and allow a minimum of two weeks for comment by the selected program participants or caregivers, service delivery contractors, the AAA and other grantors. The SUA will involve those who worked on drafting standards and indicators in the review of the comments received and in preparation of final standards; however, the SUA has final authority to make decisions on service standards.

Report Requirements:

All QA reviews must be conducted by AAAs prior to April 1 of each year. The AAA regional analysis of their reports with only the QA recommendations for each service delivery contractor attached must be submitted to the SUA by June 3 of each year. Such analysis shall:

- document positive outcomes in the delivery of service achieved through implementation of standards and indicators;
- identify any common areas of weakness in the service delivery system that can be corrected by training, technical assistance, or policy clarification; and

- determine what changes, amendments, or edits may be necessary to the standards and/or indicators for the service(s) reviewed.

Policy and Procedures Development:

Each AAA shall establish in writing, the detailed procedures to be followed in carrying out their QA responsibilities within the region. At a minimum such procedures shall specify:

- staff position(s) with any responsibility for the QA process and the specific tasks assigned to each position;
- staff preparation undertaken for the QA review;
- involvement of other individuals in the QA process, including program participants, **when feasible and appropriate**;
- orientation process for all those who will be involved in conducting the QA review;
- notifying service delivery contractors of any preparations required prior to the review visit;
- copies of the instruments used by the AAA for the QA review;
- detail the reporting process/schedule;
- follow-up activities by the AAA; and
- identify all parties who will receive communications of findings.

Others Involved:

When possible, in addition to AAA staff, others should be included in the quality assurance reviews. The regional procedures should consider if and how each of the following could add to the review process:

- RAAC members;
- Board members, where applicable;
- peer service providers;
- current, former, or potential program participants; and
- representatives of other service delivery systems not contracting with the AAA.

2. CONCLUSION

The QA process should focus on improving services available to the seniors in South Carolina. It is not a report card. Everyone involved in the review and all reports resulting from the review should focus on what practices lead to the best outcomes for seniors. Follow-up reports should focus on improving services for seniors.

404: Organization of the AAA

The AAA may be either a free-standing agency whose single purpose is to administer programs for older persons, or it can be a separate organizational unit within a multi-purpose agency. This separate organizational aging unit within a multi-purpose agency shall function only for the purpose of serving as the area agency on aging (AAA). OAA305(c)(2)

The AAA is responsible for recruiting and employing **sufficient** staff to develop and administer the area plan, and to carry out the functions and responsibilities prescribed by the SUA, the OAA and this Manual of Policies and Procedures. **Staff providing the direct services identified in Section 403 D are in addition to the staff responsible for the nine area agency responsibilities.** The AAA shall develop and implement a staffing plan consistent with federal and state standards as outlined below. 45 CFR 1321.55

The director of a free-standing AAA shall be an individual, qualified by education and experience, to provide leadership in area-wide programs. The aging unit director shall devote full time solely to activities in the area plan.

All AAA_s shall have a staffing plan that identifies the number and types of staff assigned to carry out AAA responsibilities and functions on file for review. Such staff shall be in addition to

staff employed by the AAA to provide any direct services under Title III or Title VII. Any AAA that is a public agency must meet federal affirmative action requirements.

The AAA shall have sufficient legal authority and organizational capability to develop the area plan, and to carry out effectively the functions and responsibilities prescribed for an AAA.

The legal entity serving as an area agency on aging shall assure that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved; nor, shall any individual (appointed or otherwise) involved in the designation of the head of an area agency on aging be subject to a conflict of interest as defined in this manual. 45CFR 74.421) and OAA 307 (a)(7) (B)(i)

405: AAA Advisory Council and Board of Directors

The AAA shall establish an Advisory Council of individuals who will enhance the leadership role of the AAA. The Council shall include:

- more than 50% older persons;
- minority persons and older persons residing in rural areas who are participants or who are eligible to participate in programs under the area plan;
- family caregivers;
- representatives of the business community, including providers of services;
- representatives of older persons;
- representatives of health care provider organizations, including veterans health care;
- persons with leadership experience in the private and voluntary sector;
- local elected officials; and
- the general public.

The Advisory Council has no decision making authority. The Council shall advise the AAA as follows:

- on all matters relating to the development of the area plan;
- on administration of the plan; and
- on operations conducted under the plan;

In addition, the Advisory Council shall represent the interests of older persons by reviewing and commenting on policies, programs, and actions in the PSA that affect older persons with the intent of assuring maximum coordination and responsiveness to older persons. OAA 306(a)(6)(D) and 45 CFR 1321.57

The Advisory Council shall have the opportunity to review the area plan before public hearings on the plan, and again prior to final submission of the plan to the SUA. The Area Agency Advisory Council carries out advisory functions that further the AAA mission. The Advisory Council shall not serve as the Board of Directors for a free standing AAA nor in a policy-making or decision-making capacity for any AAA. Because of an obvious conflict of interest, subgrantee and contractor staff shall not serve as voting members on the AAA Advisory Council or on the Board of Directors of a free-standing AAA.

The AAA shall develop and make public the by-laws of both the Board of Directors and of the Advisory Council. The by-laws for each group shall specify the role and functions, number of members, procedures for selection of members, term of membership, and the frequency of meetings. The Advisory Council shall meet at least quarterly and notice of meetings and minutes of the meetings shall be sent to the Deputy Director for Aging Network Services at the SUA.

The AAA shall provide any staff assistance required by the Advisory Council and Board of Directors, as applicable.

406: Direct Provision of Services

The AAA may, with SUA approval, provide direct service when it is necessary to ensure an adequate supply and if, in the judgment of the SUA, the AAA can and will provide the service more economically, and with comparable quality.

The AAA may plan, coordinate, and provide services funded under other programs, if it does not use funds under this part for those activities, and if those activities do not interfere with meeting all OAA responsibilities. OAA 307(a)(8)(A)

The 2006 amendments to the Act provide that the area agency on aging shall facilitate the area-wide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers, by-

- collaborating, coordinating activities, and consulting with othr local public and private agencies and organizations responsible for administering programs, benefits, and services related to providing long-term care;
- conducting analyses and making recommendations with respect to strategies for modifying the local system of long-term care to better respond to the needs and preferences of older individuals and family caregivers;
 - to facilitate the provision, by service providers, of long-term care in home and community-based settings; and
 - target services to older individuals at risk for institutional placement, to permit such individuals to remain in such settings;
- implementing, through the agency or service providers, evidence-based programs to assist older individuals and their family caregivers in learning about and making behavioral changes intended to reduce the risk of injury, disease, and disability among older individuals; and
- providing for the availability and distribution of information relating to the need to plan in advance for long-term care and the full range of available public and private long-term care programs, options, service providers and resources, through-
 - public education campaigns;
 - Aging and Disability Resource Centers;
 - the area agency on aging itself; and
 - other appropriate means. OAA306(7)(A through D)

In keeping with the overall theme of the 2006 amendments the area agency is to provide, to the maximum extent feasible, for furnishing services under this Act consistent with the principle of self-directed care. OAA306(16)

407: Competitive Procurement of Services

In response to a directive from the Administration on Aging in State Fiscal Year 2004, the SUA established a policy of open and competitive procurement of services by the Area Agency on Aging. The process became effective in State Fiscal Year 2005 and first competitively procured services were initiated in State Fiscal Year 2006.

A. Guiding Principles

The competitive process developed for purchasing aging services in South Carolina is based on these principles:

- the process and methods ensure compliance with federal regulations and requirements;
- the process provides a level playing field for competition among current provider organizations and other interested parties;
- the process results in improved statewide system of accountability;
- to be accessible in each county of the state; and the process ensures that federal and state resources and services they support continue
- the process promotes flexibility and responsiveness to increased demands for consumer choice and changing needs.

B. Regional Services Provided by the AAA

Services directly related to statutory functions, advocacy and service delivery functions of the AAA are those that must be performed in a consistent manner throughout the PSA. The SUA has determined that these services are as follows:

- information, referral and assistance;
- caregiver support services;
- insurance counseling;
- outreach, advocacy;
- program development and coordination; and
- needs assessment and case management.

C. Locally Delivered Services Procured by the AAA

By virtue of its statutory authority, the SUA directs AAAs to competitively procure these services:

- In-Home and Community Based Supportive Services;
- Group Dining Services;
- Home Delivered Nutrition Services; and
- Health Promotion and Disease Prevention Services.

D. Criteria for Sole Source Procurements

The Administration on Aging provided the following guidance related to sole source procurement:

“All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 45 CFR Part 92.36. Noncompetitive procurement may be used only when there is no other provider that can provide the services of the grant award or contract.”

E. Match and Other Resources

All proposals submitted in response to the AAA solicitation for purchase of services must provide detailed information related to the respondent's ability to meet matching requirements set by the AAA. Since purchase of service contracts do not support the entire organization responding, the proposals submitted must address the other resources available to the respondent that will be used to support the service delivery and any other activities of the organization. Many of these additional resources, when provided from non-federal sources may qualify as cash or in-kind match for the service delivery activities supported by the OAA.

408: The Area Plan Process

This section sets forth the policies and procedures governing the development and submission of the Area Plan and Plan Updates.

Each AAA shall prepare and develop an area plan for the multi-year period determined by the SUA. The area plan submitted by the AAA to the SUA for review and approval shall be in the uniform format developed by the SUA. OAA 306(a)(1) to (15)

A. General Provisions

An Area Plan is the document submitted by the AAA to the SUA to **define for the SUA how the AAA will apply the OAA and state grants for services in the comprehensive and coordinated service delivery system in the PSA.** Through the area plan, the AAA commits to administer funded activities in accordance with all OAA and SUA requirements. The area plan describes the AAA efforts **for continual development and maintenance of** a comprehensive and coordinated service delivery system for older adults and caregivers. The format and instructions for the development and submission of the area plan, and annual updates, are provided by the SUA. The comprehensive and coordinated service delivery system described in the area plan shall facilitate older persons' access to and utilization of all existing services in the PSA including access to the OAA in-home and community-based services. Elements of the coordinated service system include:

- services that facilitate access such as transportation, outreach, information referral and assistance, and case management;
- services provided in the community, such as adult day care, congregate meals, employment services, insurance counseling, legal assistance, and wellness, recreational, educational, and cultural services delivered at multi-purpose senior centers;
- services provided in the home such as: home delivered meals, home maintenance, homemaker services, housekeeping, in-home respite care, and telephone reassurance;
- ombudsman services to residents of care providing facilities; and
- caregiver support services in the home or in a community.

Service definitions and standards for these services when delivered under the area plan, are found in **Appendix 500 C of this Manual.** The SUA allocates federal funds to PSAs in conformity with the intrastate funding formula prescribed in Section 206.C of this Manual.

B. Content of the Area Plan

The plan must provide that the following OAA requirements are met:

- document the extent of need for supportive, nutrition, and wellness services, and the need for multi-purpose senior centers in the PSA;
- provide demographic information used in determining the scope of services funded;
- identify the efforts of voluntary organizations in meeting needs;
- justify the level of funding budgeted for access, in-home and legal assistance services in the PSA;
- identify designated focal points in the PSA;
- set specific objectives for providing services to:
 - older persons with the greatest economic;
 - those with greatest social need;
 - low-income and low-income minority older persons;
 - older persons residing in rural areas;
 - **older individuals with limited English proficiency; and**
 - **older individuals at risk for institutional placement.** 306(a)(4)(A)(i)(I)(aa)and(bb)
- provide information on the extent to which the AAA met the objectives that were set in the prior fiscal year;

- describe appropriate methods contractors can use to carrying out the above preferences in the PSA;
- identify the populations targeted for outreach in the PSA;
- outline the planning, advocacy and systems development activities of the AAA;
- describe the coordination of needs assessment, planning and provision of services for older persons with disabilities with agencies that develop or provide services for other individuals with disabilities;
- outline advocacy issues for older persons in the PSA and the AAA efforts planned to address these;
- describe activities that facilitate the coordination of community-based, long-term care services designed to enable older persons to remain in their homes;
- identify case management providers in the PSA that offer consumers a choice of service providers;
- describe the Long-Term Care Ombudsman Program as operated within in the PSA;
- provide grievance procedures for older persons who are dissatisfied with or denied services;
- coordinate Title III services with those funded under Title VI (the OAA Native American programs) when applicable;
- identify the policies that assure the AAA maintains the integrity and public purpose of services provided and service providers in all contractual and commercial relationships;
- describe goals for continuing development of regional information and referral service;
- discuss the development of the caregiver support program, with particular attention to the portion of the program addressing the needs of relative caregivers of children;
- provide information on the I-CARE and Medicare Fraud Prevention services in the PSA;
- justify direct provision of any supportive, nutrition, or in-home, or wellness services by the AAA;
- develop a regional training plan;
- provide data on the impact of contributions and cost-sharing revenues to expand services;
- describe how the views of program beneficiaries are gathered related to matters of general policy development and administration of the area plan;
- enter into contracts with providers of supportive, nutrition, or wellness services or multi-purpose senior centers for the provision of such services; and
- enter into contracts for legal assistance services only with providers who can meet the requirements of the OAA.

An area Agency on aging may include in the area plan an assessment of how prepared the AAA and service delivery network in the planning and service area are for any anticipated change in the number of older individuals during the 10 year period following the fiscal year in which the plan is submitted.

Such assessment may include-

- the projected change in the number of older individuals in the planning and service area;
- an analysis of how such change may affect the populations targeted in the Act;

- an analysis of how programs, policies, and services provided by such AAA can be improved, and how resource levels can be adjusted to meet the needs of the changing population of older individuals in the PSA; and
- an analysis of how the change in the number of individuals age 85 and older in the PSA is expected to affect the need for supportive services.

C. Amendments to the Area Plan

An Area Agency on Aging shall amend the plan if:

- a new or amended state or federal statute or regulation requires a new provision, or conflicts with any existing plan provision;
- the AAA proposes to change the designation of the single organizational unit or component unit;
- the AAA proposes to add, substantially modify, or delete any objective(s); or
- the SUA requires further annual amendments; or
- the AAA proposes to change or add contractors funded under the Area Plan.

D. Public Hearings

The AAA shall submit area plans and amendments to the Advisory Council for review and comment at least one week prior to holding a public hearing(s) in the region. A complete copy of the area plan shall be available to the public for review prior to and after the public hearing(s). The copy shall contain the methodology used to distribute service funds throughout the region.

Public hearings are advertised at least two (2) weeks in advance of the hearing date in major newspapers in the region. News releases on public hearings **may be** sent to weekly and bi-weekly newspapers. Contractors and potential contractors of the AAA, organizations of older persons, and other public and private agencies in the planning and service area **shall be** sent special notices. Notice of public hearing(s), shall be published in a language other than English, when deemed appropriate by the AAA. All notices of the public hearing must specify where interested parties may obtain copies of the area plan. Consideration should be given to providing access to the document through the Internet.

To ensure maximum attendance by interested parties, including older persons and persons with disabilities, public hearings shall be held in barrier free facilities and shall be scheduled at a convenient time(s) and location (s). All persons in attendance must sign a register and shall be provided a comment sheet. Procedures for review and analysis of comments received shall be explained verbally and printed on the comment sheet. All records of the public hearing(s) shall be on file at the AAA as a part of official area plan file. Comments collected at the public hearings become part of the area plan.

E. Area Plan Submission, Review and Approval

A signed original Area Plan and such copies as may be required must be submitted to the SUA in accordance with the schedule, procedures and format provided annually by the SUA.

Each area plan is reviewed by SUA staff. Staff use **the written instructions provided to the AAA as basis for the review**. Based upon review, SUA staff will either notify the AAA in writing of any corrective actions necessary or will approve the plan as submitted.

The SUA will approve an Area Plan or amendment when the plan meets all of the requirements in this manual or as otherwise prescribed by the SUA. The SUA provides the AAA with a formal notice of approval of the Area Plan and the amount of approved funds using the standard grant award between the SUA and the AAA. The SUA requires a grant award signed by all parties as official notification of acceptance of the award.

The SUA may approve an Area Plan or amendment with conditions when necessary. The conditions of approval will be in writing. All conditions placed on an approved area plan will be consistent with the authority delegated to the SUA. When an area plan is approved with conditions, it shall be incumbent upon the subgrantee to meet these conditions within the specified time frame. No grant agreement will be finalized between the SUA and the AAA until all conditions are satisfied.

There is a special case of approval with conditions for “high-risk” subgrantees [found in CFR 45 Part 92.12](#). A subgrantee is considered “high risk” if an awarding agency determines that a subgrantee:

- has a history of unsatisfactory performance, or
- is not financially stable, or
- has a management system that does not meet the standards in 45 CFR, Part 92, [or 45 CFR Part 74 as applicable](#), or
- has not conformed to terms and conditions of previous awards, or
- is otherwise not responsible.

If the SUA determines that an award will be made, special conditions and/or restrictions shall correspond to the “high risk” condition and shall be included in the award. Special conditions or restrictions may include:

- making payment on a reimbursement basis;
- withholding authority to proceed to the next phase;
- requiring additional, more detailed financial reports;
- increasing monitoring;
- requiring the subgrantee to obtain technical or management assistance; or
- establishing additional prior approvals.

If the SUA decides to impose such conditions, it will notify the subgrantee in writing. The notification will include:

- the nature of the special conditions/restrictions;
- the reason(s) for imposing them;
- the corrective actions that must be taken before conditions are removed;
- the time allowed for completing the corrective actions; and
- the method of requesting reconsideration of the conditions or restrictions imposed.

Any area plan or amendment not in substantial conformity with the OAA, federal regulations and SUA policy shall be disapproved. When the SUA disapproves an area plan, the AAA is notified in writing and informed of the opportunity for a hearing. If, after providing the AAA proper opportunity for a hearing, the SUA still finds the area plan unacceptable, it shall disapprove the plan and may implement the following procedures:

- the SUA withholds further payments to the AAA;
- if the SUA terminates funds, the SUA notifies the AoA in writing;
- the SUA provides a plan for the continuity of services in the affected PSA;
- the SUA designates a new AAA in a timely manner; and
- if necessary, performs the responsibilities of the AAA; or
- assigns AAA responsibilities to another agency in the PSA.

The SUA will use the following procedures in issuing Grant Awards:

- the operations manager submits budget information to the fiscal coordinator for verification that funds are available;
- the operations manager prepares the grant award;
- awards are reviewed by staff and signed by the Deputy Director of Administration;

- the operations manager prepares a transmittal letter for the grant agreement; and
- upon the return of signed grant agreements, the original is maintained by the fiscal analyst, and a copy placed in the SUA central program files.

The SUA will not require prior approval of AAA contracts with a nonprofit public or private organization; however, a copy of all executed contracts must be forwarded to the SUA within 60 days after execution.

CHAPTER 500: AGING SERVICES

This chapter sets forth specific policies and procedures governing services funded through the AAA.

501: Title III – B: Supportive Services

A. Information and Referral Service

“Information and Referral Service” means a system to link people in need of services to appropriate resources. An Area Plan must provide for a **full time** regional information and referral specialist to ensure that all older persons within the PSA have reasonably convenient access to the service. In areas in which a significant number of older persons do not speak English as their principal language, the AAA must provide access to information and referral services in the language spoken by the older persons.

The IR&A Specialist is a professional with a comprehensive understanding of health and human services delivery systems and a holistic view of a person’s wants and needs who seeks to meet the needs of individuals and families, agencies, community planners, and funding organizations.

Those seeking IR&A services shall be provided with the most relevant, accessible, comprehensive, accurate and timely information that allows them to make informed choices to meet their current needs. IR&A programs provide early intervention and resource support in times of personal and family crisis. These services reinforce the individual’s self-reliance and self-determination.

Information and referral specialists are expected to understand each inquirer’s situation, **be attentive to** their feelings about their circumstances, **determine** the personal resources the inquirer brings to bear on the issues, and identify any barriers to the resolution of the problem. To accomplish these goals, IR&A specialists do the following:

- develop and maintain current information with respect to the opportunities and services available to older persons **and other persons with long term care needs**;
- provide information about health and human services resources **that** are affordable, accessible, geographically convenient, and meet the individual’s expressed needs;
- provide problem-solving assistance and advocacy as needed;
- follow-up with a randomly chosen sample of inquirers to determine **if the service adequately met their need** and **with** service providers **to determine** if the needed service was **offered**;
- **follow-up with all crisis calls to determine outcome and assess if further intervention is needed**;
- provide information to community planners and funding organizations regarding requests to help identify gaps in services; and
- participate in community education activities to promote and identify available services, providers, and the service delivery system;
- **achieve and maintain** certification by the Alliance of Information and Referral Specialists (AIRS) **within fifteen (15) months of hire date**;
- **and use appropriately trained volunteers to inform older persons of the opportunities and services that are available and to assist older persons to take advantage of these opportunities and services.**

With the exception of monitoring, evaluation, and reporting required by the funding sources, information and referral services **staff** may disclose information about an older person by name, only with the informed consent of that older person or their authorized representative.

B: Transportation Services**1. Federal Requirements**

Transportation services under the OAA are intended to facilitate access to services essential to an older adult's ability to remain active and independent in the community. These services shall be coordinated with those of other providers of transportation services, public transportation systems, and services provided under other government programs to ensure increased provision of transportation services for older individuals.

The AAA may enter into transportation agreements with agencies that administer programs under the Rehabilitation Act of 1973 and Titles XIX and XX of the Social Security Act to meet the common need for transportation of service participants under the separate programs. In accordance with the agreement entered into under the preceding sentence, Title III-B funds may be used to purchase transportation services for older individuals and may be pooled with funds made available for the provision of transportation services under the Rehabilitation Act of 1973 and Titles XIX and XX of the Social Security Act. Agreements entered into under this provision of the OAA are exempt from the requirement that the AAAs may not delegate to another agency the authority to award or administer funds under the OAA. **OAA 306 (d)**

Transportation service is a priority under the Older Americans Act. A provision of the Act requires the State agency to set a minimum level of expenditure of Title III-B funding on access services that include transportation, **outreach, case management and information and referral. The Area Agency on Aging may set a higher limit based on the regional service needs assessment for transportation.**

2. State Resources

In 1992 a Memorandum of Agreement (MOA) between the SUA and State Fleet Management (SFM), allowed not-for-profit transportation service providers within the Aging Network to lease a limited number of vehicles from SFM. Lease rates are a flat **fee plus** a monthly per-mile charge that varies based on vehicle type. In return, SFM provides maintenance, insurance, and a fuel credit card for each vehicle. The MOA established guidelines for the cooperation, coordination, and responsibilities of each participating entity. The responsibilities of the SUA are the following:

- to act as the single point of contact agency between SFM and the aging network;
- to **inform AAAs when** local **transportation** service **contractors fail to** pay vehicle lease fees in full and on time; and
- to **request AAAs to follow-up with any** local **transportation** service **contractors that fail to** comply with all lease statutes, regulations, policies and procedures regarding the use of state-owned vehicles.

The following are the responsibilities of the AAA:

- to survey and prioritize vehicle needs **of transportation contractors** as requested **by SFM or SUA**;
- **to respond to delinquent payment and lease issues of** local **transportation** service **contractors referred by the SUA** and;
- **when monitoring transportation services**, to review and evaluate local **transportation** service **contractors' appropriate** use of the vehicles in accordance with SFM and SUA standards, policies, and procedures.

Local service providers have the following responsibilities:

- **to provide annual written certification to the SUA that they have a contract with the AAA to provide transportation services and that SFM vehicles are used only for transportation of clients or delivery of services to homebound clients;**

- to pay vehicle lease fees to SFM on time and in full;
- to comply with all statutes, regulations, policies, and procedures regarding the use of state-owned vehicles;
- to submit to SFM monthly mileage logs on all leased vehicles;
- to reply promptly to all inquiries and/or requests for information requested by the AAA, SUA or SFM;
- to keep the agency state fleet inventory up-to-date; and
- to advise the SUA assigned contact of any changes in the contractor's SFM vehicle inventory

State Fleet Management has the following responsibilities:

- to cover all costs of fuel, insurance, maintenance, and replacement of vehicle at the end of its useful life; and
- to inform the SUA of any anticipated increases in lease rates (not including fuel, surcharge necessitated by fluctuations in fuel prices) not later than April 1, preceding the beginning of a new state fiscal year.

3. Procedures for Initial Acquisition of an SFM Vehicle

Before a local transportation service contractor can participate in this program under the MOA, the following steps are required:

- the local transportation service contractor makes a written request for an SFM vehicle through the AAA to the SUA assigned contact;
- the SUA assigned contact contacts SFM to determine the availability of the type of vehicle requested and advises the local transportation service contractor of such availability;
- the SUA assigned contact submits a request for the desired vehicle to SFM;
- SFM notifies the SUA assigned contact when the vehicle becomes available;
- The SUA assigned contact then contacts the local transportation service contractor;
- the local transportation service contractor contacts SFM to schedule a time to pick up the vehicle; and
- the local transportation service contractor mails a legible copy of the SFM invoice to the SUA assigned contact and the contractor's vehicle inventory is established.

4. Procedures for Replacement of an Existing Vehicle

When a local transportation service contractor needs a replacement vehicle, the following steps are required:

- SFM notifies SUA assigned contact when replacement vehicle is available;
- the SUA assigned contact advises the service contractor of such availability;
- the service contractor contacts SFM to schedule a time to exchange the vehicle;
- the vehicle returned by the service contractor must be clean and have a reasonable amount of fuel; and
- after the vehicles have been exchanged, the service contractor mails a legible copy of the SFM invoice to the SUA assigned contact, and the contractor's vehicle inventory is updated.

Each participant in the program receives a detailed SFM lease and a copy of South Carolina Fleet Safety Program Manual. Participants must comply with all provisions of these documents in order to maintain eligibility to participate in the program.

C. Home Care Services

Home care services address a progressive level of need a program beneficiary usually experiences when dealing with a condition that requires assistance with incidental activities of daily living or through assistance with activities of daily living. Home care services funded by the AAAs are described in terms of level of care needed by the program beneficiary.

1. Level I Home Care (Housekeeping or Chore Services)

This is the basic level of home care services. It deals primarily with taking care of the program beneficiary's environment. Activities of home care level one may include any combination of the following:

- vacuuming;
- dusting;
- cleaning appliances;
- scrubbing bathrooms;
- doing laundry;
- other home maintenance tasks such as changing light bulbs;
- short term respite;
- meal preparation; and
- assistance with shopping and bill paying.

2. Level II Home Care (Homemaker with Limited Personal Care)

The second level of home care services offers additional services to the program beneficiary. This level of service allows the contractor to offer personal care services as well as homemaker services or the services of Level I.

Activities of Level II home care services may include any combination of the following:

- assistance with bathing or ambulation;
- personal grooming;
- teaching or retraining the individual to handle personal care tasks;
- medication reminders or teaching ways to manage medication; and
- other services more personal in nature than the level one service.

3. Level III Home Care (Personal Care with Limited Medical Assistance)

The highest level of home care available through the Area Agency on Aging is level three. A provider offering level three services must provide nurse supervision of a care plan, because level three services involve some health care related activities. A program beneficiary of level three services may receive help with the following:

- assistance with changing dressings;
- carrying out prescribed physical therapy exercises;
- managing medications; and
- other physician-directed activities.

4. Eligibility. Program beneficiaries receiving home care services are expected to be home-bound or have a medical condition that prevents them from safely performing the activities involved in the level of service(s) received. When more than one elderly person, eligible for home care services, lives in a household receiving level two or level three services, the contractor may count two units of service delivered only when a level two or three service is performed for each individual. Shopping, meal preparation and bill payment are activities that benefit both, but are not specific to one individual. Those activities would be considered one unit of service Bathing, personal grooming, managing medications are specific to the individual served and would count as two units, if documentation shows that each person received one of these services during the visit.

Home care services under the Older Americans Act are provided to individuals age 60 or above; however, such services should be targeted to **those** with little or no personal support to provide assistance with the identified activities.

Home care services are also provided with funding from State General Revenue and Bingo license fees. When services are provided with state funding, 10% of the units provided may be offered to those aged 55 or older.

5. Priority Services. In-home services are a priority under the Older Americans Act. A provision of the Act requires the State agency to set a minimum level of expenditure of Title III-B funding on in-home services. **The Area Agency on Aging may set a higher limit based on the regional service needs assessment for home care services.**

6. Rights Related to In-Home Services for Frail Older Individuals. The OAA requires providers of in-home services funded under the Act to promote the rights of each older individual who receives the services. Such rights include the following:

- to be fully informed, in advance, about each in-home service to be provided and about any change that may affect the well-being of the program beneficiary.
- to participate in planning and changing the in-home services unless the program beneficiary is judicially adjudged incompetent;
- to voice a grievance with respect to the provision or failure to provide services without discrimination or reprisal resulting from the grievance;
- confidentially **in handling** records related to the program beneficiary;
- respectful treatment of the recipients property and person; and
- to be provided oral and written information that fully informs the program beneficiary of the individual's rights and obligations related to the provision of in-home services **prior to service initiation**. OAA 314

D. Social Adult Day Care Services

The primary goal of social adult day care is to activate, motivate, and retrain impaired adults to enable them to sustain or regain functional independence. This service is based on a plan of care for each care receiver carried out by a team of professional staff. All adult day care facilities must be licensed by DHEC. Licensing regulations require that a variety of specific services are provided to families. Adult day health care centers offer medical intervention services and deal with a broader range of impairments, handicaps, and limitations.

E. Respite Services

Respite has traditionally referred to a variety of services that provide some form of short-term relief to a caregiver. Services such as home-delivered meals, adult day care, and home care services provide some respite from specific tasks. True respite services provide the caregiver with a block of time, usually about four (4) hours, of relief from their caregiving responsibilities. Respite service can be offered in the caregiver's home, in an institutional setting, or in a group setting.

1. In-Home Respite

In-home respite service provides caregivers temporary relief from the burden of care of a disabled or elderly person in the caregiver's place of residence. In-home respite may include the following activities:

- providing companionship and supervision for the disabled or elderly person;
- preparing snacks or light meals;
- assisting the person when taking prescribed medication; and
- assisting the person with toileting.

Agencies that provide in-home respite shall have trained staff **or volunteers** capable of reporting on changes in the individual's condition that warrant a change in service, of carrying out an appropriate plan of care, and of providing adequate administration for the program.

2. Group Respite

Group respite is for caregivers who need a break from their responsibilities. These caregivers can take **those receiving** care to a safe place that provides care receivers with social opportunities, activities, information on community resources, and other services. Group respite programs are sometimes called "Caregiver's Time Out" or "Caregiver's Morning Out." This short-term relief, when not provided in an adult day center, is scheduled for less than four (4) hours per day. Adult day care facilities can be an appropriate setting for group respite services. In licensed ADC settings respite service is provided for less than four hours a day.

In South Carolina, there are major differences between group respite and adult day care. Group respite provides short-term relief for the caregiver, available one or two days a week for less than four (4) hours a day. Group respite does not require licensure by DHEC, and is more affordable for community organizations to develop and provide.

502: Title III – C: Nutrition Service Operations

Nutrition services under Title III-C-1 are provided to reduce hunger and food insecurity; to promote socialization of older individuals; and to promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior. OAA 330

Nutrition services provided under the OAA must comply with these general requirements and with other applicable federal and state requirements. The AAA shall **purchase** nutrition services **with** funds received under the OAA **from** contractors **who have the capacity** to provide meals and nutrition education, nutrition screening and nutrition education, and nutrition assessment and counseling if appropriate. Contractors who distribute nutrition services to homebound older individuals, are encouraged to make available medical information approved by health care professionals, such as informational brochures and information on how to get vaccines, including vaccines for influenza, pneumonia, and shingles in the individuals communities. OAA 339 (2)(J-K). Each AAA shall establish priorities and methods for serving older persons in the targeted populations. Preference is given to those older persons in greatest social or economic need in the provision of services **45 CFR 1321.17(f)(2)**. Methods used to target services may include location of service delivery and specialization in the types of services most needed by these groups. The AAA shall assess the level of need for **group dining** and home-delivered meals within its planning and service area and establish criteria for contractors to use in the selection of individuals to participate in the program.

A. Eligibility and Determination of Need for Congregate Nutrition Services (Group Dining Program)

The following individuals are eligible to participate in the group dining program:

- a person age 60 or older;
- the spouse of the older program beneficiary, regardless of age;
- handicapped or disabled individuals under age 60 who reside in housing facilities occupied primarily by the elderly, at which group dining services are provided;
- a disabled person under age 60 who resides with an older program beneficiary may receive a meal; and

- a person under 60 who volunteers at the group dining center five or more hours a week during meal hours. 339(2)(H)

Unless a waiver is requested and approved by the SUA, meals shall not be provided to persons who are currently enrolled in a care-providing facility or a day program that requires provision of meals.

The need for group dining services shall be determined through an initial client assessment. All participants with a high nutrition risk score shall have priority for both group dining and home-delivered nutrition services. If an individual's assessment indicates the need for socialization, enrollment in the group dining program is indicated. Preference in enrollment shall be given to persons referred by health care professionals.

B. Eligibility and Determination of Need for Home-Delivered Nutrition Services

In addition to the eligibility criteria for group dining service, a person receiving home-delivered meals must be homebound due to the following:

- illness;
- incapacitating disability; or
- otherwise isolated.

Criteria for determination of need shall include the following:

- the individual must be unable to leave home unassisted;
- the individual must be unable to leave home except for medical and other essential appointments;
- the individual, due to their disability, must be unable to purchase and/or prepare food;
- the individual, who qualifies under one of the prior criteria, must have no one to prepare a nutritious meal on a daily basis; or
- the individual, determined to qualify for home delivered meals, if unable to self-feed, must have a person in the household to assist with feeding.

When frozen meals are used for the home-delivered meal service, the individual's assessment shall include a determination of the capability to store and heat the meals unassisted (or document that necessary assistance is available) and a determination of the need for daily contact through telephone reassurance service.

Following determination of need, and registration of the program beneficiary, a home delivered meal request should be promptly met whenever funds are available to provide the service. When the contractor cannot initiate service immediately, a referral is made to another home-delivered meal program in the area. If no other program is available in the area, the individual shall be placed on the AIM waiting list. Individuals should receive assistance in securing food and/or meals from other sources such as purchase of frozen meals if service is not available through a home-delivered meals program.

The service provider shall use uniform criteria to determine when the provision of home-delivered meals to another household member is in the best interest of the homebound older person OAA 339(2)(I).

C. Coordination of Group Dining and Home Delivered Nutrition Services

Group dining participants may receive home-delivered meals in special circumstances or emergencies or when ill or incapacitated. The cost of these service units must be charged to Title III-C2. The cost of nutrition service is always assigned based on where the meal is served.

Contractors are encouraged to invite homebound program beneficiaries who, on occasion, are able to leave their homes to take part in special congregate events or to visit the group dining program when they are outside the home at mealtime. Because homebound individuals are isolated so much of the time, they will benefit from these occasional opportunities for socialization.

In order to determine **those individuals who are** able to participate in occasional group dining events, the service plan should identify the individual's interest and capability. Meals served to homebound participants who occasionally participate in group dining functions shall be charged to the C-1 program as a "guest over 60." The AAA shall set parameters on the frequency of participation in the group dining program before the program beneficiary should be reclassified as a group dining participant.

Contractors shall plan ahead for these participant options by budgeting additional congregate and home-delivered meal units to accommodate participant choice. Once the Area Plan is approved and a grant award issued to the AAA, only Nutrition Services Incentive Program (NSIP) funds and GRI can be transferred between III C-1 and III C-2 if budget changes are necessary to pay for these individualized participant services.

D. Dietary Requirements of Meals Served

Each congregate and home-delivered meal shall comply with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and provide to each individual receiving one program meal per day a minimum of one-third of the current daily Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board of the Institute of Medicine and the National Academy of Sciences. When authorized by a healthcare professional, and approved by the SUA, therapeutic diets not meeting 1/3 RDA may be served.

If a program serves an individual more than one meal per day, together the two meals will provide a minimum of 66 2/3 percent of the RDA and the combined nutrients in three meals will provide 100 percent of the RDA. **Two meals eaten at the dining center by the same individual at the same time of day, do not count as two units of service.** OAA 339(2)(A)(i through iii).

E: Selection of Nutrition Contractors

The AAA may make awards for **group dining** and home-delivered nutrition services to a contractor that furnishes either or both type(s) of service(s) and may enter into contracts with profit-making organizations for the delivery of nutrition services. All contractors are required to comply with the provisions of this chapter.

F: Nutrition Service Requirements

The AAA will establish and administer nutrition services with the advice of registered dietitians (or individuals with comparable expertise), the Regional Aging Advisory Council, and those participating in the services OAA 339(2)(G). The AAA shall comply with the minimum bid specifications in purchasing catered meals or contracting with those who prepare meals on-site. The minimum bid specifications are updated periodically by the SUA, with the advice of registered dietitians, and the current specifications are included in Appendix 500A of this manual. With the advice of a registered dietitian, the AAA may add requirements to the minimum bid specifications to meet regional needs, but may not reduce any requirement. **When minimum bid specifications are updated, they become effective for the vendor at the next annual contract renewal. If increased requirements have a cost impact on the vendor that exceeds any increase allowed in the Regional contract, the AAA shall negotiate a fair price with the vendor to assure quality service is maintained for the participants.**

To the maximum extent practicable, meal services should:

- meet special dietary needs of program participants;
- provide meals that are appealing to program participants;
- include nutrition risk assessment, education, and counseling, appropriate to the program participants; and
- offer opportunities for voluntary participation of individuals in all aspects of service operation OAA 339(2)(A)(B)(J).

1. Congregate Nutrition Service – Group Dining

Group dining shall be available in senior centers **funded under the PIP program**, and may be located in other facilities such as churches, community centers, schools, day care centers, and other public or private facilities where older persons can obtain social, educational, recreational, cultural, wellness and other services OAA 331(2).

Meals will be served in a group setting at least once a day, five or more days a week except in a rural area where such frequency is not feasible and a lesser frequency is approved by the SUA OAA 331(1). Group dining centers should be located as close as possible to the majority of eligible older persons and, where feasible, within walking distance. Contractors are encouraged to have arrangements with schools or other facilities serving meals to children in order to promote intergenerational programs OAA 339(2)(D).

Group dining program contractors must:

- have a dining center program coordinator responsible for all activities;
- have staff present at each dining center an average of 4 hours per day of operation;
- serve a minimum of twenty-five (25) individuals per day at each center;
- operate the program a minimum of two hundred and forty-nine (249) days a year;
- make special provisions as necessary for the service of meals to eligible handicapped individuals with limited mobility;
- deliver services in facilities approved by the AAA in writing before their use;
- meet any existing state and local licensure, health and safety requirements;
- offer opportunities for volunteer service in all aspects of program operation; and
- limit holiday closings of group dining centers to twelve (12) days per year.

Planned holiday closings shall not result in closure of dining center program for more than four (4) consecutive days including weekend days.

The AAA must request and receive approval for a waiver of program requirements whenever they propose to issue an RFP for group dining services that serve less than 25 individuals each day or operate less than five days per week. The process for requesting such waivers is found in Sections 208 and 209 of this manual. **Such waivers must be requested and approved before issuing RFPs or negotiating contract renewals with contractors.**

Any vendor or contractor operating a meal production site must have a registered dietitian **either** on staff, as a paid consultant, or a consultant serving on a volunteer basis. **Signed and dated time and activity reports are to be on file that document the services provided by the registered dietitian. Such reports must be examined when vendor compliance reviews are performed.**

2. Home-Delivered Nutrition Services

A homebound participant is served at least one meal each day, five (5) or more days per week. Meals delivered to the home may be hot or cold daily prepared meals, or any combination of cold, frozen, dried, canned or shelf stable meals and supplementary foods

with a satisfactory storage life. When alternative meal services (such as frozen or shelf-stable) are included in the regional meal vendor contract, five or more meals may be delivered at one time. In areas subject to weather related emergencies, individuals receiving daily prepared meals may be provided up to three (3) nonperishable meals delivered at one time to each person who can safely store and prepare the meals. If such meals are provided to group dining participants also, the meals for those participants must be included in the contracted Home Delivered Meal units and charged either to Title III-C-2 or to a state or local funding source. Units of service are considered delivered on the day meals are distributed to the participants and should be reported for reimbursement on that day.

Each home-delivered meal contractor must:

- have a program director who is responsible for all required activities;
- have staff present at each location used for plating and/or packaging meals for delivery;
- operate the program a minimum of two hundred and forty-nine (249) days a year;
- serve a minimum of twenty-five (25) meals from each plating/packaging location;
- use plating and packaging facilities approved by the AAA in writing;
- meet any existing state and local licensure, health and safety requirements;
- to the maximum extent possible, use volunteers to deliver meals to the homes;
- limit holiday closings to twelve (12) days per year; (Planned holiday closings shall not result in suspension of meal service for more than four (4) consecutive days including weekend days.)
- make appropriate referrals, with the consent of the older person or his or her representative, when conditions or circumstances are noticed that may place the older person or the household in imminent danger;
- make arrangements for the availability of meals to older persons in weather-related and other emergencies; and
- provide nutrition education appropriate to improving an individual's nutrition risk score and other information to assist participants in taking advantage of benefits under other programs.

G. Meal Service Provisions

Nutrition contractors must adhere to the current Minimum Meal Bid Specifications whether meals are provided through a regional vendor contract or prepared on-site. Nutrition contractors must comply with all State and local health laws and ordinances concerning storing, preparation, handling and serving of food. A registered dietician shall review and approve all menus and certify that they meet the nutrition requirements of the Title III-C program.

The special needs of the elderly must be considered in all menu planning, food selection, and meal preparation. Religious, ethnic, or regional dietary requirements or preferences of a major portion of the group of participants at dining centers and in communities where home delivered meals are provided shall be reflected in the menu served. Nutrition contractors will provide special menus, where feasible and appropriate, to meet the particular dietary needs arising from these requirements. In determining feasibility and appropriateness, the contractor must use the following criteria:

- there are sufficient numbers of persons who need the special menus to make their provision practical; and

- the food and skills necessary to prepare the special menus are available in the planning and service area.

If a participant is required to follow a medically prescribed diet, written permission from the individual's health care provider must be obtained prior to enrolling or continuing the participant in the program. Permission must be updated annually.

All current certified menus must be posted in an accessible location in each group dining center as well as at each place of food preparation and plating. The certified menus must be adhered to and changes to the approved menu may be made by the vendor or contractor of food services only with prior approval from the area agency. The AAA shall get approval for menu changes from the registered dietitian on staff, or providing consultant services to the AAA. For purposes of audit, AAA shall keep on file copies of certified menus used in the program for a period of one year.

No home-prepared food shall be served to participants in either of the nutrition services. All food served by the vendor and contractor must be from an approved source and be wholesome and of good quality. It must also be prepared in a facility that meets the requirements of the S.C. Department of Health and Environmental Control (DHEC).

Nothing in this part prohibits a contractor from planning group meals for other occasions or for other older adult groups; however, those meals may not be served in conjunction with or as a part of the program supported by the Older Americans Act or state funding.

H. Modified, Therapeutic, and Nonperishable Meals

Meals in these categories, where feasible and appropriate, shall be available. Except as specifically noted, all standards and requirements applicable to regular congregate and home-delivered meals shall also apply to special meals.

Meals modified for health reasons may be provided if:

- there are sufficient numbers of persons needing modified diets to make provision practical;
- the skills necessary to plan and prepare the menus are available in the area; and
- the purchase of modified meals does not result in a significant reduction in the number of daily meals being provided.

If an individual chooses the regular meal over a modified meal, even after modified meals are prescribed by the physician and offered by the contractor, then that individual shall sign a form releasing the contractor of liability for any adverse consequences.

Therapeutic meals may be provided for individual health reasons. Therapeutic meals must meet all of the following requirements:

- diets shall be limited to those included in a current Dietetics Association Diet Manual and approved by a registered dietitian;
- all therapeutic diets must be prepared under the supervision of a registered dietitian. Food items on menus for the therapeutic diets must follow the standards set forth in the approved diet manual. A therapeutic diet may be served that does not meet one-third of the RDA if such a requirement would be a contraindication of the physician's written diet prescription and the therapeutic nature of the diet;
- each participant's diet order, a daily individually written diet plan, including the participant's name and type of diet, must be attached to the meal at the time it is packaged and must remain with the meal until it is delivered or served in a group dining center.

Non-perishable meals consist of foods that will not spoil or deteriorate at room temperature. These meals must meet the 1/3 RDA requirement, but are exempt from sodium restrictions. These meals must be charged to Title III-C2. They may be used in **three** situations:

- emergency meals provided at the participant's home when daily prepared meals cannot be delivered due to bad weather, problem at the preparation or serving site, over holiday weekends, when the dining center is going to be closed for more than one weekday, or when the group dining program is cancelled for any reason;
- shelf-stable meals delivered to the home of a participant on a regular basis (usually a supply for 1-2 weeks) because daily delivery of hot meals is not feasible or the individual does not have the ability to store and prepare frozen meals; **and**
- **emergency meals provided to group dining participants for use in weather related emergencies, such as hurricanes, floods, or ice, that cause dining centers to close.**

I. Special Meals

Picnic meals may be served for special group events scheduled at locations away from the group dining center if, **on the day they are to be consumed,** the vendor has the capability to package and deliver them in a manner that will maintain safe temperatures until serving time. Such meals must meet the 1/3 RDA requirement but are exempt from the sodium restrictions.

Meals provided by local sponsors for holidays, special occasions or other events are encouraged. These meals should be included in the state-approved data collection system database as USDA-eligible only when they meet all of the requirements of the Title III C program specified below in section J. Meals served at special events that do not qualify for USDA support through the NSIP because they do not meet all of the criteria for reimbursement shall be reported in the state-approved data collection system as meals ineligible for USDA. Units served to eligible individuals who participate only in special events and/or holiday meals shall be reported as served to "guests over 60."

Events should be scheduled in such a manner as not to interfere with the provision of group dining service unless the sponsored event includes a special meal for participants. OAA funds may not be used to buy supplemental food for a "covered dish type" luncheon; however, approved picnic meals may be ordered from the vendor and supplemented with commercially prepared refreshments served by a local sponsor.

If the event does not include a meal, arrangements should be made to serve the Title III program meal before or after the event. Every effort should be made to accommodate home delivered participants and dining center participants not able to attend the special event by serving the regular meal, the special meal, or providing a non-perishable meal the day before the event.

J. United States Department of Agriculture Support

The SUA has an agreement with the USDA Food and Nutrition Service (USDA FNS) to accept cash in lieu of agricultural commodities under the NSIP. Meals purchased by the contractors with funds other than OAA may be reported to AoA if:

- the meals are served to clients eligible under one of the OAA provisions; and
- provide 1/3 RDA; and
- are served by a nutrition services contractor of the AAA; and
- no means test is applied to determine eligibility **for the program supplying the meals;** and
- the recipient is offered an opportunity to voluntarily contribute to the cost of the service; and

- no payment is required from the participant.

Meals served in the Title XIX Medicaid Waiver Program cannot be included in counts used to determine NSIP funding because Title XIX is means tested and does not allow contributions from participants. All cash received under the NSIP must be used to increase the number of Title III-C meals served and may not be used to supplant the costs paid by any funding source including Title III-C.

The SUA will disburse all cash received under the NSIP to the AAA according to the requirements in the Older Americans Act. The AAA shall distribute NSIP funds to nutrition service contractors based on each contractor's proportion of the total number of eligible participant meals served in the Region. NSIP funds shall be expended only for the purchase of vendor prepared meals or for purchase of United States agriculture commodities and other food used by nutrition services contractors who prepare Title III meals on site.

The South Carolina Tax Code provides a sales tax exemption for meals or foodstuffs sold to public or non-profit organizations for congregate or in-home meal services to certain populations. This sales tax exemption applies to all vendors and to public or non-profit organizations preparing and serving meals to the designated populations. The sales tax exemption is linked to purchases allowable under the food stamp program. The OAA allows the use of food stamps by program beneficiaries for their contributions to the meals service.

K. Food Preparation and Handling at the Local Level

When a AAA nutrition services contractor prepares meals to be served at more than one dining center in their service area, efforts should be made to have all meals prepared at one facility, then delivered to outlying dining centers. State and local fire, health, sanitation, and safety regulations applicable to the particular types of food preparation and meal delivery systems used by a contractor must be adhered to in all stages of the food service operation.

Fire safety and sanitation inspections shall be conducted by appropriate entities. When deficiencies are found, the contractor shall forward a copy of the inspection and a plan for corrective action to the AAA. All dining centers having food prepared off-site must be inspected annually. When food is prepared on-site, the frequency of inspections shall comply with current DHEC regulations.

Staff working in the preparation and handling of food shall follow appropriate hygiene techniques and practices. All foods shall be prepared and served in a manner that preserves optimum flavor and appearance, while retaining nutrients and food value. Standardized quantity recipes, adjusted to yield the number of servings needed, shall be used to achieve a consistent and desirable quality and quantity of meals.

L. Food Delivery – Home-Delivered Meals

Contractors providing home delivered meals may use various systems of delivery. When serving hot daily prepared meals, only one meal may be delivered per day. When the contractor is using frozen or shelf stable meals on a regular basis, or in emergency situations, more than one meal may be left for a participant, provided that proper storage and heating facilities are available in the home, and the participant is able to prepare the meal(s) independently or with available assistance. Meals shall be delivered to the participant and shall not to be left at the door or anywhere unattended.

Each delivery route should be clearly established in writing and the carriers labeled for each route. All meals prepared daily shall be portioned and delivered promptly so as to maintain and hold foods at the correct temperature (a minimum of 135°F or above for hot foods, and cold foods at a minimum of 45° F or below). For meals prepared daily, it is highly recommended that no more than two (2) hours elapse between the time the meals are plated at

the site and the last meal is delivered on each route. For frozen meals, the elapsed time should be no more than three (3) hours from packaging at site to delivery to the last participant on the route.

All meals must be individually portioned. Cold and hot items must be packed in separate secondary insulated food carriers with tight fitting lids and transported according to time specifications above. Each food carrier shall be tightly closed after each meal is removed. All food delivery carriers shall be made of non-porous material that can be cleaned and sanitized on a regular basis.

On a monthly basis, the last meal delivered (or a specially ordered test meal) on one route that exceeds one hour delivery time shall be checked to ensure that hot food is delivered at a minimum of 135°F, cold food is delivered at 45° F or below, and frozen food is solid to the touch. If several routes exceed the one-hour delivery time, rotate the temperature checks through these routes. These temperature readings and frozen food reports shall be maintained and kept on file by the contractor and made available for program monitoring.

These specially ordered test meals may be charged to the program under the eligibility criteria for offering meals to individuals providing volunteer service during meal hours if the volunteer eats the test meal after taking the temperature, assuming the temperature of the meal is safe. If the meal is not eaten by the volunteer, the minimal cost of the test meal will be easily absorbed in the approved unit reimbursement for meals that were served in that month.

M. Food Safety

All foods purchased by, or contributed to, a nutrition contractor must meet those standards of quality, sanitation and safety that apply to foods that are purchased commercially. Foods prepared or canned at home may not be used in meals provided under the OAA. Only commercially prepared or commercially canned foods may be used. If individuals contribute fresh foods that require no preparation other than washing and slicing, such as fresh fruit, melons or tomatoes, those foods may be served. Each AAA must develop clearly written policies for contractors to follow when disposing of any leftover food.

N. Site Safety

All areas of the group dining centers shall be clean and have adequate lighting, heat and ventilation. Windows that open and doors in kitchens and dining rooms shall be equipped with screens. Dining centers shall meet appropriate standards for fire safety. Required exits shall be clearly identified, well lit and free of obstacles/clutter. A sufficient number and correct type of fire extinguishers are strategically placed. Inspections by local authorities must be made at least annually. Plans for corrective action, when necessary, must be implemented in a timely fashion, as determined by the nature of the deficiency. When needed, extermination service by a licensed exterminator or other individual certified by the State as a pest control operator shall be obtained.

It is the responsibility of DHEC to inspect any facility used in food preparation. DHEC will issue permits to these sites. Catering and on-site preparation kitchens and storage areas will continue to be inspected by DHEC.

Centers that are required only to maintain food at proper temperature, dispense food to congregate and homebound clients, and return utensils and containers to caterers for cleaning do not require DHEC inspection. The AAA is the required to conduct annual inspections of these facilities. The checklist developed for these inspections is adapted from the DHEC checklist in regulation 61-25 of retail food establishments. The adapted form is included in Appendix 500B.

O. Unscheduled Closings

During periods of hazardous weather or other emergency, unscheduled closings may be required. The following policies ensure that everyone affected is aware of such closings and that necessary steps are taken to ensure that homebound and frail individuals are protected:

- Area Agencies shall work with contractors to develop an emergency service delivery plan for congregate and home-delivered meals, transportation, and home care. The emergency plan shall also cover general agency operations.
- Contractors shall contact the AAA director no later than 8:00 am on any day that normal operations are suspended. The caller will report to the AAA what actions can be taken to serve homebound and frail clients.
- AAAs shall contact the **Deputy Director of Aging Network Services** by 9:00 AM on any day that any contractor's normal operations are interrupted. The call will report specific closings and emergency plan affected contractors are following to protect vulnerable clients.
- Meal vendors shall contact the AAA whenever emergency situations interfere with meal preparation and delivery operations. The AAA will contact the contractors to direct the actions to be taken to ensure service to vulnerable clients.
- Contractors shall be reimbursed only for units of service provided to participants.
- Whenever possible, contractors shall open facilities to provide shelter for older persons without adequate heat, air conditioning, or running water due to weather conditions or power outages. Each facility shall remain open for extended hours if necessary. The AAA shall contact the SUA regarding any reimbursement, if needed, for the extended hours of operation.

These policies apply not only to nutrition services, but also to any services delivered to vulnerable populations. These include medical transportation, adult day care, and home care.

P. Scheduled Closings

Contractor holiday schedules are submitted as part of the area plan and shall be followed. Contractors shall receive pre-authorization from the AAA for any closing of provider offices, senior centers, adult day care centers, or group dining centers not covered above or included in the approved holiday schedule.

503: Disease Prevention and Health Promotion Services

The AAA may award OAA funds to provide health and wellness services designed to achieve the following goals:

- maintain improved health;
- increase years of healthy life;
- reduce risk factors associated with illness, disability, or disease;
- delay onset of disease;
- minimize periods of disability;
- preserve functional capacity;
- manage chronic diseases; and
- prevent premature institutionalization. **OAA 361**

A. Persons Eligible for Services

Persons age sixty (60) and over are eligible to receive these services, but priority is given to targeted populations that reside in medically underserved areas.

B: Definitions of Allowable Disease Prevention and Health Promotion Services

1. **Routine Health Screenings:** Identification by health care professionals of a wide range of potential health risks, through testing, counseling, and referral. A unit of service is defined as one (1) participant receiving one (1) test, one (1) counseling, and/or one (1) referral.
2. **Nutrition Assessment, Counseling and Follow-up:** Identification of risk factors, individualized counseling, appropriate referral and follow-up. A unit of service is defined as one (1) staff hour **(or portion thereof) with, or on behalf of, an individual participant.** Partial units are reportable in 15 minute increments. NOTE: Required group nutrition education sessions at group dining centers are not to be counted as units of this service.
3. **Health Promotion Programs:** Structured information and education programs on health-related topics, designed to facilitate behavioral change, usually offered in group sessions by persons trained in the selected topic. A unit of service is defined as one (1) participant at one (1) event. (One group session attended by 23 people is 23 units of service.)
4. **Physical Fitness Programs:** Provision or coordination of programs for group and/or individuals that increase cardiovascular fitness, bone density, muscle strength, flexibility, coordination, etc. A unit of service is defined as one (1) participant at one (1) session **of exercise that lasts a minimum of 30 minutes including time for warm up and cool down activities.** NOTE: The individual participant chooses the length of time he or she will exercise during each 30 minute session.
5. **Home Injury Prevention and Control Services:** Programs designed to affect personal and environmental risk factors in the home, to educate residents about injury prevention, and make referrals to address identified risks. A unit of service is defined as one (1) staff hour per individual **in-home assessment, with appropriate follow up educational materials or referral for assistance to correct the potential injury hazard.** Partial units are reportable in 15 minute increments.
6. **Counseling:** Services and appropriate follow-up offered by trained counselors, one-on-one, or in a group setting, to older persons who need help coping with physical, mental, and/or social problems associated with aging. A unit of service is defined as one (1) staff hour per individual. Partial units are reportable in 15 minute increments.
7. **Medication Management:** Services designed to identify those at risk of over or under medicating with prescription medications, over the counter medications, and/or herbal remedies, and providing appropriate referral to a pharmacist or other health care professional for intervention.

One unit of service is one intervention or assessment, with appropriate follow up with educational materials or referral to a pharmacist or other health care professional.

C: Coordination with Other Programs

Each AAA shall coordinate these services with other community agencies and voluntary organizations with similar program goals.

D. Documentation of Health Promotion Activities

The AAA shall require all contractors to retain documentation of nutrition education, disease prevention and health promotion activities conducted at group dining centers, senior centers, and those provided to homebound clients. On a quarterly basis, all contractors shall submit to the AAA descriptions of specific activities conducted. Contractors shall enter all units of services into state-approved data collection system.

504. Family Caregiver Support Services

The National Family Caregiver Support Program (FCSP) was established in the 2000 reauthorization of the Older Americans Act to help families sustain their efforts to care for an older relative who has a chronic illness or disability. The South Carolina statewide support system developed in response to FCSP addresses the needs of family caregivers.

A. Definitions

The following definitions are used in the FCSP:

Child: An individual who is not more than 18 years of age or who is an individual over age 18 with a disability.

Family Caregiver: An adult family member, or another individual, who is an “informal” provider of in-home and community care to an older individual. “Informal” means that the care is not provided as part of a public or private formal service program.

Grandparent or older individual who is a relative caregiver of a child: A grandparent, step-grandparent or other relative of a child by blood or marriage or adoption, who is 55 years of age or older, and who

- lives with the child;
- is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
- has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally. OAA 372(a)(2)(A through C)

Rule: In providing services under this subpart-

- for family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological brain dysfunction, priority shall be given to caregivers who provide care for older individuals with such disease or disorder; and
- for grandparents or older individuals who are relative caregivers, priority shall be given to caregivers who provide care for children with severe disabilities. OAA 372(b)(1 and2)

B. Considerations for Statewide Program Design

A planning committee developed the following considerations for the design of the statewide FCSP:

- development of an infrastructure to provide services to family caregivers;
- multiple, flexible services to meet the full range of needs of the caregivers being served;
- a system that offers both flexibility for caregivers and consistency of access statewide;
- leverage funding as seed money for other resources to expand the program;
- use funding to enhance existing services and develop new service options;
- evaluate and document outcomes ;
- allow flexibility for innovation;
- provide for accountability to the state; and
- ensure the availability and consistent quality of services to caregivers throughout the state.

C. Elements of Program Design

The design for the FCSP should contain the following elements:

- be driven by the needs and values of the caregiver;
- offer consumer choice

- promote flexibility of services;
- be culturally sensitive;
- be cost effective;
- build upon the strength of families and empower them by providing information;
- **add to and not supplant** existing services and resources **through** collaboration and coordination;
- **maintain** a statewide organizational structure so the program is accessible in all communities;
- include a component for evaluation of outcomes; and
- **allow** cost sharing.

D. Program Goals and Outcomes

All family caregivers will be recognized and supported for the valuable role **they assume** in the long term care system. **The FCSP will provide** access to **accurate and reliable** information, referral, and assistance. **Caregivers will** be able to choose from a **broad** array of service options **available under the FCSP**. Access to respite care and other supportive services in their community **will be available to sustain** the caregiver.

The desired outcomes of the FCSP are as follows:

- improve quality and availability of information to families and caregivers;
- improve ease of access to existing services;
- increase options for respite care;
- increase availability of support groups, caregiver training and peer support options; and
- increase consumer choice.

E. Allowable Services

The National Family Caregiver Support Program specifies five **required** categories of service. Each AAA is required to build a system to assure that all five services are available throughout the PSA. **There are multiple** service activities allowable under each of the five FCSP categories. **Examples of such activities in each category are:**

1. Outreach and Information through Group Activities
 - presentation of information to community organizations and groups;
 - public service announcements;
 - newspaper articles related to family caregiving;
 - publicity campaigns;
 - appearances on radio, TV programs, talk shows;
 - development of educational programs/curricula;
 - workshops in senior housing communities; **and**
 - **providing** caregiver information through health fairs, **through faith communities, and through other information sharing techniques.**
2. Assistance to Caregivers in Gaining Access to Services (Service to individuals)
 - provide informal help to caregivers on a one-to-one basis in person, by phone, **or other means** to help gain access to long term care services for **the care recipient**;
 - establish a telephone help line;
 - provide information and referral services to caregivers;
 - assist with benefits screening and eligibility assessment;
 - **help** caregiver **assess** needs and problems;

- assist in accessing desired services;
 - develop additional resources;
 - **help** caregiver to develop an emergency plan
 - develop a “lending library” of multi-media resource materials for caregivers; and
 - offer other assistance requested by the caregiver.
3. Individual Counseling, Organization of Support Groups, Caregiver Training
- The caregiver advocate will undertake activities that assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiver role. OAA 373 (b)(3) Such activities include -
- develop caregiver support groups;
 - assist in developing disease specific support groups;
 - establish support groups for grandparents or older relatives raising grandchildren;
 - provide programs on legal issues for grandparents raising grandchildren;
 - conduct or sponsor caregiver training events for family caregivers on care techniques, self-care, stress reductions, transfer techniques, etc.;
 - **counsel caregivers on end-of-life issues**;
 - through visits to homebound families, counsel, train, and educate **them** about available resources;
 - **initiate** peer support programs with trained peer counselors;
 - establish workplace caregiver support programs; and
 - sponsor caregiver conferences and other counseling, training and support group services.
4. Respite Care
- **provided** through adult day care;
 - **by** establishing or supporting Brookdale model social respite care;
 - by developing in-home respite care programs with trained companions or aides or senior companions;
 - **by** promoting institutional respite for overnight or week-end respite;
 - **providing** access to emergency respite care; and
 - **promoting** other short-term respite options: escape week-ends, camps, and retreats.
5. Supplemental Services
- providing help obtaining caregiving supplies, such as incontinence items, adaptive clothing, personal emergency response units, assistive technology, environmental modifications, nutritional supplements, et cetera; and
 - other services or **resources** identified by the caregiver.

In carrying out the Family Caregiver Support Program, each AAA shall make use of trained volunteers to expand the provision of the available services described and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National Community Service) in community service settings. OAA 373(d)

F. Conditions on FCSP Funding

The Administration on Aging requires the SUA to limit spending for supplemental services to 20% of FCSP funding. The OAA limits spending for grandparents and older adult relatives raising children who are not more than 18 years of age to 10% of FCSP funding. The AAA is allowed no more than 10% of the regional allocation of FCSP funds for planning and administration activities related to the FCSP.

As with all new resources provided under the OAA, the SUA assures that FCSP funds will be used to establish new caregiver services and will not be used for existing services. FCSP shall supplement and not supplant funds previously applied to support caregivers.

The FCSP requires a 25% non-federal share for both administrative costs and services delivered under the program.

The SUA expects a minimum of 5% of caregiver-directed service dollars to be allocated to grandparents or older relatives raising children.

G. SUA Responsibilities

The SUA has overall responsibility for ensuring the proper expenditure of OAA funds and for the continuing development of the statewide service delivery system that is responsive to family caregivers. To oversee and support statewide development of the FCSP Program, the SUA established the position of Family Caregiver Program Coordinator to work in partnership with the AAAs and the regional Family Caregiver Advocates (FCA) to ensure continued development of the statewide service system in response to the emerging needs of family caregivers and to manage the program and provide support to AAA and FCA staff.

H. AAA Responsibilities

Each AAA shall employ a full-time Family Caregiver Advocate (FCA) to play an active role in leveraging existing resources, developing partnerships, identifying and responding to caregiver needs, linking caregivers to community resources and services, developing needed community resources, expanding successful services and evaluating the program on an on-going basis to guide continued development and improvements in the program. The AAA can establish the position using the allocated P&A funds to cover the administrative duties of the advocate and a portion of the FCSP service funds to cover the activities that provide assistance to caregivers directly, or through establishment of needed resources and service partnerships.

A program plan, including the budget, timeline, outcomes and measures is required as part of the area plan. The AAA shall address in the plan the method for providing consumer choice within the region. In developing this section of the area plan, the FCA is to consult with appropriate organizations, such as regional Alzheimer's Association Chapters, Community Long Term Care (CLTC) area offices, area Mental Health centers, respite care providers, Independent Living Programs (ILP), and local DDSN boards and similar organizations active in the region. The program plan shall also address the needs of grandparents and older relatives raising children.

I. Partnership Development

The SUA requires the AAA to coordinate their activities with those of other community agencies and voluntary organizations providing services corresponding to those in Paragraph E of this section. The AAA shall identify and build upon existing resources and activities within the region and establish memoranda of agreement with those entities that are essential to carrying out the regional FCSP plan. These interagency agreements should ensure that existing services are accessed first to assure that FCSP are not supplanting existing resources.

J. Regional FCSP Advisory Committee

The AAA shall maintain a regional caregiver support program advisory committee with representatives from community organizations, service provider agencies, contractors, voluntary organizations, faith communities and family caregivers. At least 50% of the members shall be caregivers or former caregivers, and shall include at least one grandparent or older relative caregiver caring for a child, and if possible, caring for a child with MR/DD. The cultural diversity of the community should be reflected in committee membership. Each

county in the region shall have representation. This committee shall have at least one member from the Regional Aging Advisory Council who will act as liaison to the RAAC.

K. Records and Record Keeping

Record keeping and data reporting is important for accountability, evaluation and future program development. The SUA will work closely with the AAA in devising, implementing, and maintaining a system for data collection and reporting to help document achievements of this program. Documentation will cover the following program components:

- expenditures for the five service categories
- contact and intake data; and
- units and people served in each service category.

There will also be process evaluation to track progress toward development of partnerships and leveraging of resources and performance outcome measures developed through the federal Performance Outcome Measurement Project consumer satisfaction survey.

Regions are required to use the Caregiver Data System (CDS) to track service and demographic data. The SUA provides users with training and technical assistance on the system as requested. The CDS is a web-based client information system designed to collect demographic, service and expenditure data and automate reporting for the AAA. Users enter and access the CDS from local computers via the Internet. All data is stored at one central location. As required by the Health Insurance Portability and Accountability Act (HIPAA), security measures ensure confidential information sent via the Internet is protected.

The AAA shall develop and maintain procedures to assure that data collection and data entry will be accurate and complete, entered into the CDS according to procedures outlined in the CDS Procedure Manual, confidentiality and security of the regional data will be maintained and monthly entry of data into the CDS will be completed by the 10th day of the following month. The AAA director is responsible for requesting and denying regional staff access to the system and each user shall be assigned a unique login ID and password that may not be shared with other staff. Whenever users request that the SUA to make corrections, improvements and/or additions to the CDS those requests will be prioritized by the SUA and implemented as resources allow.

The data from the CDS will be used by the SUA to conduct quarterly desk reviews of each region and to meet federal reporting requirements. Results of these activities will be made available to the AAA Directors.

The AAA shall develop written procedures that document the methods used to determine and document eligibility and the procedures used to choose among competing caregiver requests for financial assistance. The policies should address any limits set by AAA on financial awards to caregivers and, if waivers of regional policies are allowed, the process used to request, grant or deny such waivers. To assure accountability there should be procedures to process financial requests and maintain records. These policies also should address the methods used to allocate services across the region.

Whenever the AAA authorizes reimbursement for an allowable service listed as 'Other' in Paragraph E of this Section, a "NOTE" will be entered into the caregiver's record in the CDS describing the service and giving a brief justification for the authorization.

505: Multi-Purpose Senior Center Construction, Expansion, and Repair

A. Legislative Requirements

Senior Center Permanent Improvement Projects (PIP) are authorized by State legislation that requires that these funds be made available only for permanent improvements to multipurpose

senior centers. Examples of allowable expenditures include construction, renovation, expansion or acquisition of a facility and emergency repairs necessary to protect the integrity of the building or the safety and security of staff and older adults in the facility. Legislation does not allow expenditures for general operations, furnishings, supplies, vehicles or office equipment. The project sponsor must be a not-for-profit entity (public or private) recognized by the AAA as a provider of services to senior adults. The sponsor must be able to provide funds for the operation of the multi-purpose senior center and assure that the activities included in the definition of multi-purpose senior centers in the Older Americans Act OAA 102 (36) are available at the center.

PIP funds are awarded through a competitive grant process conducted every two-years. PIP grants may pay no more than \$500,000 of the cost of construction or acquisition of a facility. The total PIP construction or acquisition grant is made up of 70% Bingo revenue and 30% local resources of cash or third party in-kind contributions. For expansion and renovation, the grants may pay no more \$125,000 of the total project cost. These PIP grants are made up of 80% Bingo revenue and 20% local resources of cash or third party in-kind donations. The total dollar amount awarded in each two year cycle will vary depending on the number of applications received, the dollar amounts requested in the applications and the amount of funds available in the restricted PIP account. An emergency repair grant is made up of 90% Bingo revenue and 10% local match. Emergency repair grants are not competitive and will be awarded only if the balance in the PIP account is sufficient to meet the obligations made through the most recent competitive procurement grant cycle.

B. Overview of the Grant Process

PIP Project sponsors must follow the policies and procedures found in the Senior Center Permanent Improvement Manual. Interested applicants are provided a copy of the manual when an application package is requested.

C. Responsibilities of the Project Sponsor After Project Completion

The SUA sets forth requirements that must be met after completion of a permanent improvement project. These include:

- SUA retains a reversionary interest in the facility;
- SUA requires that the building operate as a senior center for a specified number of years;
- The project sponsor retains all files related to the project for a minimum of three years;
- The operator of the senior center must assure that a broad spectrum of services for seniors will be available at the senior center at least five (5) days per week, excluding holidays, and that the array of services, whether provided directly by the sponsor or by other community programs or individual contractors, include health, social, nutritional, educational and recreational programs; and
- The operator schedules a variety of activities and programs at the senior center for a minimum of six hours every weekday. The minimum operating hours may include activities that occur in the evening. The limit does not apply to any activities that may be scheduled on the weekend.

506: Social Services Block Grant – Home Delivered Nutrition

Home delivered meals provided with Social Services Block Grant (SSBG) funding are subject to the same policies for home delivered meal service under Title III-C-2 and Section 502 of this manual with the exception of eligibility based on age. The eligibility for meals under the

SSBG program is not determined by age. Homebound adults of any age may receive home delivered meals under the SSBG program as long as the individual meets the criteria of need.

Criteria for determination of need may include **one or more** of the following:

- **the individual must be unable to leave home unassisted except for medical and other essential appointments;**
- the individual must be unable to purchase and/or prepare food due to disability; **and**
- the individual must have no one to prepare a nutritious meal on a daily basis.

Whenever the service recipient is unable to self-feed, there must be someone in the home at the time the meal is delivered to assist with feeding. When the contractor uses frozen meals, rather than daily prepared meals, there must be someone available in the home on a daily basis to heat the meal and assist with the feeding if the recipient needs such assistance.

507: Scheduled and Unscheduled Suspension of Operations

These policies apply to all services delivered by a contractor, especially to the services delivered to vulnerable populations, such as medical transportation, adult day care, and home care.

A. Scheduled Closing of Operations

Contractor holiday schedules are submitted as part of the area plan and shall be followed. Contractors shall receive prior authorization from the AAA for any closing of provider offices, senior centers, adult day care centers, or group dining centers not included in the approved holiday schedule.

B. Unscheduled Closing of Operations

During periods of hazardous weather or other emergency, unscheduled closings may be required. The following policies ensure that everyone affected is aware of such closings and that necessary steps are taken to ensure that homebound and frail individuals are protected:

- the area agency shall work with contractors to develop an emergency service delivery plan for **group dining** and home-delivered meals, transportation, and home care;
- the area agency shall prepare a plan to cover its general agency operations;
- contractors shall contact the AAA director no later than 8:00 AM on any day that normal operations are suspended to report to the AAA the actions taken to ensure homebound and frail clients are served;
- the AAA shall contact the SUA by 9:00 AM on any day that any contractor's normal operations are interrupted to report specific closings and the emergency plan the affected contractors are following to protect vulnerable clients;
- the AAA shall require meal vendors to contact the AAA whenever emergency situations interfere with meal preparation and delivery operations;
- the AAA will notify the contractors of the actions to be taken to ensure meal service to vulnerable clients;
- contractors shall be reimbursed only for units of service provided to participants;
- whenever possible, contractors shall open facilities to provide shelter for older persons without adequate heat, air conditioning, or running water due to weather conditions or power outages and keep the facility open for extended hours if necessary; and
- the AAA shall contact the SUA about any reimbursement available for the extended hours of operation.

CHAPTER 600: STATE FUNDED IN-HOME AND COMMUNITY-BASED SERVICES

This Chapter sets forth specific policies and procedures that the SUA follows in planning and administering these services funded by the State.

601: Source of Funds

The AAA must award state general revenue funds allocated by the SUA to maintain services to functionally impaired older persons and provide other community-based services needed within the region. Bingo revenues derived from operator license fees and admission taxes paid to the SC Department of Revenue, [is another source of funding for Home and Community Based Services \(HCBS\)](#). All services provided with state funds, regardless of the source, must comply with all state program and fiscal requirements.

A. In-Home and Community Based Services

State general revenue is appropriated as “Aid to Subdivisions” to the LGOA. It is from this source that funds are awarded to Area Agencies on Aging to procure services for home-bound individuals and services that are available to older individuals in the community.

B: Bingo

[From](#) the annual revenue derived from Class B bingo license and admissions taxes, \$948,000 is set aside for Senior Center development. [This portion of revenue is distributed through a competitive grant process. Beginning in State Fiscal Year 2008, the LGOA receives \\$600,000 to allocate to the AAAs according to the formula in the legislation. The AAAs must use this revenue to purchase in-home and community-based services in each county.](#)

602: Persons Eligible for Services

Functionally impaired older persons are eligible to receive services under ACE. Any older person may receive community-based services. “Functionally impaired” means physical or mental limitations that restrict a person’s ability to perform the activities of daily living. “Older person” means any person fifty-five years of age or older, but no more than ten percent of the [units purchased may be delivered to](#) recipients be between ages 55-59.

Priority shall be given without regard to income to those functionally impaired persons who:

- are 75 years of age or older;
- lack adequate social support; and
- are ineligible for services under the Community Long Term Care Program (CLTC) or the Social Services Block Grant (SSBG) [Homemaker Services grants](#).

“Inadequate social support” refers to an absence of support from relatives, neighbors, church members, etc., who can ensure the activities of daily living or the instrumental activities of daily living are performed.

603. Definition of Allowable Services

Services that may be funded with ACE or State General Revenue include:

- [Adult day care](#);
- case management;
- chore maintenance;
- [group dining](#);
- home delivered meals;
- home safety assessments;
- homemaker;
- [housekeeping](#);

- medication management;
- minor home repairs; and
- any service approved through the Area Plan process.

Neither the SUA nor the AAA may use any Bingo or General Revenue service funds for administrative costs of the program.

604: Allocation of ACE Funds

The method of allocation is different for each source of ACE funds.

A. General Revenue

These funds are allocated by the SUA to each AAA according to the intrastate funding formula used for Title III funding. The AAA allocates funds according to the regional funding formula [to purchase the](#) services specified in their area plans.

B: Bingo

These funds are allocated by the SUA according to the following formula, as specified in the authorizing legislation – Code of Laws of South Carolina 1976, as amended, Section 12-21-4200:

- one-half of the funds shall be divided equally among the forty-six counties; and
- the remaining one-half shall be divided based on the percentage of the county's population age sixty and above in relation to the total state population age sixty and above using the latest United States Census Bureau information.

605: Coordination with Other Programs

Services funded with Bingo fees and General Revenue shall be coordinated with services funded from other federal sources, including Community Long Term Care (CLTC), SSBG and the OAA. Each AAA shall require contractors providing services under both Title III and state sources to develop and follow a written methodology for determining which program beneficiaries receive service under each program.

AAAs shall require contractors of state services to assign those service units to specific individuals. Such practice allows access to services for individuals otherwise not eligible for federally funded services. State funds may not be used to supplant any other funds. If a contractor offers the same service [both](#) with state funds and with other sources of funds and:

- the client is eligible for services from an alternative funding source, and
- service from the alternative funding source is available (not already filled to capacity), then the alternate funding source must be used.

606: Fees for Services

Fees are defined as legal obligations and are expected payments for service. All fees collected must be used for the expansion of state services. Policies and procedures in Section 305 R of this Manual apply to the state program.

607: Supplemental Appropriations

[In State Fiscal Year 2007, the LGOA received \\$2,900,000 in supplemental appropriations for the purpose of providing services to older individuals who are on waiting lists for services.](#)

CHAPTER 700: SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM

This Chapter of the manual describes the Senior Community Services Employment Program (SCSEP) and specifies procedures to be followed by applicants who wish to receive assistance.

701: Purpose of the SCSEP Program

The SCSEP is designed to provide, foster and promote useful part-time employment opportunities in community service employment for low-income persons who are 55 years of age or older and, to the maximum extent possible, assist and promote the transition of these enrollees to private or otherwise unsubsidized employment. The program is designed to provide to eligible persons who enroll in an approved project the following benefits:

- wages and fringe benefits;
- restorative experience of community service work;
- renewed sense of personal value arising from involvement with the community and being in the mainstream of life;
- acquisition or revitalization of specific job skills through limited pre-job training and continued training on-the-job;
- upgrading of job-seeking skills;
- yearly physical examination;
- assistance with personal and job-related problems through counseling and referral to appropriate human service agencies;
- provision of important consumer related information in areas such as Social Security benefits, income tax requirements, nutrition, personal health, and so forth; and
- assistance in finding placement into the labor market.

The program is also designed to provide benefits to communities. Projects shall provide the communities in which they operate with a federally subsidized pool of manpower that can be drawn upon to upgrade existing human services or to establish new ones. It is not intended that this pool of manpower be used to displace already employed workers, to provide services or perform work assignments that inure mainly to the benefit of private, profit making organizations, or to construct highways. Projects shall enable communities to enhance or establish human service activities that could not normally be enhanced or established through existing regional resources.

702: Eligible Activities

Projects are required to obtain, and place enrollees in, job positions that provide a community service. "Community Service" is interpreted to mean: social, health, welfare, and educational services, legal and other counseling services and assistance, including tax counseling and assistance and financial counseling, and library, recreational, and other similar services; conservation, maintenance or restoration of natural resources; community betterment or beautification; antipollution and environmental quality efforts; weatherization activities; economic development; and other types of services that the SUA may include in a sub-project agreement. It excludes building and highway construction (except that which is normally performed by the project sponsor) and work that inures primarily to benefit of private, profit-making organizations.

703: Allocation of Slots

The total number of SCSEP slots allocated to South Carolina is determined by the Department of Labor and then distributed to the SUA and National Contractors by a formula that takes into consideration the proportion that the number of eligible persons in each area bears to the total number of such persons in the state.

After the total number of slots is assigned to SCSEP grantees and subgrantees, these agencies meet together to distribute those slots in an equitable manner throughout the state. Efforts are made to avoid duplication and to ensure that some employment opportunities are available in each county. The SUA takes the lead responsibility in this effort and then continues to work with National Contractors throughout the year to improve efforts being made to achieve the goals of the SCSEP. Each year these principles are followed when slots are assigned:

- retain all current enrollee slots
- assign “new” slots to under-served areas; and
- assign any additional temporary slots to areas that maintained enrollment levels in the previous year.

704: Procurement of Subgrantee for Program Operations

The SUA competitively procured SCSEP operations in the summer of 2004. The new contract was awarded to Experience Works, Inc. beginning January 2005. The SUA is responsible for the performance of the Subgrantee and works closely with them to ensure program performance goals are met and seniors are served. Experience Works will be monitored by the LGOA program manager, and through an annual fiscal review by the Division of Administration and through review of the audits submitted.

705: Operational Requirements

The subgrantee must operate an approved sub-project in accordance with the general requirements of this manual, the SUA SCSEP Manual and the following federal regulations:

- SCSEP Regulations, (20 CFR, Part 674, Sub-part C-Project Operations);
- fiscal requirements (CFR, part 29-7.206, Matching Share);

Reporting forms, payment invoices, and other applicable forms and instructions that are provided by LGOA must be used by the subgrantee.

CHAPTER 800: ADVOCACY ASSISTANCE

This Chapter specifies the policies and procedures that the SUA will use in carrying out its Advocacy Assistance responsibilities, including the Long Term Care (LTC) Ombudsman program and the Legal Assistance program. It also indicates appropriate interrelationships with AAA and legal advocacy assistance efforts.

801: Long-Term Care Ombudsman Program

The SUA established and operates a statewide LTC Ombudsman program.

A. Purpose

The primary purpose of the LTC Ombudsman program is to investigate or cause to be investigated reports of alleged abuse, neglect, and exploitation of vulnerable adults that occurs in care providing facilities and to resolve complaints regarding quality of care made by or for older persons in long term care facilities. The State LTC Ombudsman may develop policies, procedures, and memoranda of agreement to be used in reporting incidents of abuse, neglect, or exploitation and in furthering such investigations.

The secondary responsibility of the program is to provide training for staff and volunteers, and to promote the development of resident and family councils to participate in the ombudsman program.

For purposes of this section, “long term care facility” means any:

- any skilled nursing care facility as defined in Section 1819(a) of the Social Security Act;
- any nursing facility as defined on Section 1919(a) of the Social Security Act;
- a community residential care facility licensed by the state;
- a psychiatric hospital;
- a rehabilitation facility; or
- a facility operated or contracted for operation by the State Department of Mental Health or the South Carolina Department of Disabilities and Special Needs. (See S.C. Code Ann §43-35-5 et seq. and §43-38-10 et seq.)

B. Goals

The goals of the Long-Term Care Ombudsman Program are as follows:

- to establish effective and viable mechanisms for receipt and resolution of complaints and problems concerning long-term care;
- to provide regional and local information about services in long-term care facilities (see www.medicare.gov/NHCompare/home.asp ; and
- to develop a statewide advocacy network on behalf of long-term care residents.

C: Program Functions

Functions of the LTC Ombudsman program include: OAA 712(a)(3) (A through I)

- investigate and resolve complaints made by or for older persons in long term care facilities about actions, inaction, or decisions of subgrantees, or their representatives, of long term care services, or public agencies, or of social service agencies; OAA 712(a)(3) (A) and(a)(5)(B)(iii)
- provide services to assist the residents in protecting the health, safety, welfare, and rights; OAA 712(a)(3)(B) and OAA 712(a)(5)(B)(i)
- inform the residents about means of obtaining other long term care services provided by other health and human services agencies; OAA 712(a)(3)(C)

- ensure that residents have regular and timely access to the services provided through the program and that residents and complainants receive timely responses from the ombudsman; OAA 712(a)(3) (D) and (a)(5)(B)(ii)
- represent the interests of the residents before governmental agencies and South Carolina Bankruptcy Court and seek administrative, legal and other remedies to protect the health, safety, welfare and rights of the residents; OAA 712(a)(F) and (a)(5)(iv)
- provide administrative and technical assistance to entities designated as local ombudsman entities and representatives of the Office; OAA 712(a)(3)(F)
- analyze and monitor federal, state, and local laws, regulations and policies with respect to long term care facilities and services in the state and recommend changes in such laws, regulations and policies deemed to be appropriate; OAA 712 a)(3)(G)(i)
- provide information to public agencies, legislators, and others, as deemed necessary, regarding the problems and concerns, including recommendations related to such problems and concerns, of older individuals residing in long-term care facilities; OAA 712 (a)(3) (G)(iii)
- coordinate ombudsman services for individuals with developmental disabilities and mental illness with the protection and advocacy systems established under Part A of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 et seq.), and under the Protection and Advocacy for the Mentally Ill Individuals Act of 1986 (Public Law (99-319); and
- provide for training representatives of the Office; promote the development of citizen organizations, to participate in the program; and provide technical support for the development of resident and family councils to protect the well-being and rights of residents; OAA 712(a)(3)(H) and
- carry out other activities consistent with the requirements of this section that the SUA determines appropriate. OAA 712(a)(3)(I)

D. Access Requirements

In addition to all other powers and duties that an investigative entity is given and complying with HIPAA requirements, the State LTC Ombudsman program has established procedures to ensure that representatives of the State LTC Ombudsman Office shall:

- have access to long term care facilities and appropriate access to residents for the purpose of conducting investigations: OAA 712(b)(1)(A)
- request and receive written statements, documents, exhibits, and other items pertinent to an investigation including, but not limited to, resident' personal and medical records;
- issue, through its director, administrative subpoenas for the purpose of gathering information and documents;
- institute proceedings in a court of competent jurisdiction to seek relief necessary to carry out the provisions of ombudsman duties
- require all persons to cooperate with the investigative entity in carrying out its duties including, but not limited to, conducting investigations and providing protective services; and.
- require all officials, agencies, and departments of the State to assist and cooperate within their jurisdictional power with the court and the investigative entity in furthering its investigations.

The SUA will:

- ensure that willful interference with ombudsmen in the performance of their official duties (as defined by the SUA) shall be unlawful; and OAA 712(j)(1)
- prohibit retaliation and penalties by a long term care facility or other entity with respect to any resident or employee for having filed a complaint with, or providing information to, the ombudsman about such entity; and OAA 712(j)(2)
- provide for appropriate sanctions with respect to such interference, retaliation and reprisals; and OAA 712(j)(3)
- ensure that adequate legal counsel is available to the ombudsman for advice and consultation and that legal representation is provided to any representative of the ombudsman against whom suit or other legal action is brought in connection with the performance of such representatives official duties; and OAA 712(g)(A) and (B)(1)
- ensure access to review the resident's medical and social records or, if a resident is unable to consent to such review and has no legal guardian, appropriate access to the resident's medical and social records; and OAA 712(b)(1)(B)
- ensure that the ombudsman has the ability to pursue administrative, legal and other appropriate remedies on behalf of residents of long-term care facilities. OAA 712(g)(B)(2)

E. Confidentiality and Disclosure Requirements

The LTC Ombudsman program has established procedures to protect the confidentiality of resident's records and files. These procedures meet the following requirements:

- no information or records maintained by the LTC Ombudsman program are disclosed unless authorized by the State LTC Ombudsman OAA 712(d)(2)(A); and
- the representative of the Office does not disclose the identity of any complainant or resident unless:
 - the complainant or resident, or a legal representative of either, consents in writing to the disclosure and specifies to whom the identity may be disclosed; OAA 712(d)(2)(B)(ii) or
 - a court orders the disclosure. OAA 712(d)(2)(B)(iii)

The Health Insurance Portability and Accountability Act (**HIPAA**) and the accompanying "Standards for Privacy of Individually Identifiable Health Information, whose compliance date was April 14, 2003, addresses the confidentiality and accessibility of personal health information. The AoA has determined that representatives of the LTC Ombudsman Program are health oversight agencies because they have oversight responsibilities authorized by law for a component of the health care system. Therefore, the HIPAA privacy rule **does not preclude release** of residents' clinical records or relevant information relating to facility operations to the LTC Ombudsman Program, with or without authorization of the resident or the resident's legal representative.

The SUA has a statewide uniform reporting system to collect and analyze information on complaints and conditions in long-term care facilities for the purpose of identifying and resolving significant problems. Such data is provided on a regular basis to the SUA. OAA 712(c)(1)

F. Training

The LTC Ombudsman Program will provide for the training of its staff and, when appropriate, include volunteers and other representatives, training will cover these areas:

- federal, state and local laws, regulations, and policies with respect to long-term care facilities in the state;
- investigative techniques; and
- such other matters as deemed appropriate by the SUA.

No officer, employee or other representative of the LTC Ombudsman Program shall be allowed to investigate any complaint filed with the program unless the individual has received such training as listed above and has been approved by the State LTC Ombudsman as qualified to investigate such complaints.

G. Conflict of Interest

The LTC Ombudsman program will:

- ensure that no individual involved in the designation of the long-term care ombudsman or the designation of the regional ombudsman is subject to a conflict of interest; OAA 712(f)(1)
- ensure that no officer, employee or other representative is subject to a conflict of interest; and OAA 712(f)(2)
- ensure that mechanisms are in place to identify and remedy any such or other similar conflicts. OAA 712(f)(4)

H. Regional LTC Ombudsman

While the SUA administers the State LTC Ombudsman Program and carries out many of the requisite functions, it works with the Area Agencies on Aging to administer and operate the Regional LTC Ombudsman programs. Under the provisions of the OAA, any regional ombudsman designated by the State Long-Term Care Ombudsman shall be treated as a representative of the State LTC Ombudsman Office. OAA 712(a)(5)(C)

A regional LTC Ombudsman program may actively recruit, screen, and train community volunteers. Each such program shall have a designated coordinator who will take responsibility for supervision of volunteers and for maintaining liaison with the State LTC Ombudsman Volunteer Coordinator, who will provide on-going technical assistance. Any representative of the regional LTC Ombudsman program (whether an employee or an unpaid volunteer) shall be treated as a representative of the State LTC Ombudsman's program.

Details outlining the policies and procedures for the LTC Ombudsman Program may be found in the [Long Term Care Ombudsman Program Manual](#).

I. Scope of Work

The program must respond to complaints from residents of long-term care facilities and their families. The AAA shall ensure that it will:

- designate a specific person to serve as regional ombudsman;
- investigate and attempt to resolve complaints made by or on behalf of older individuals who are residents of long-term care facilities;
- refer complex cases to the State LTC Ombudsman;
- provide information and referral regarding long-term care facilities and their services to communities;
- publicize the ombudsman program for visibility and recruitment of volunteers; and
- provide monthly progress reports to the State LTC Ombudsman covering work accomplished (on two-page reporting form supplied by the State LTC Ombudsman).

J. Eligible Applicants

Any public or private non-profit agency or organization with demonstrated experience in providing services for the elderly may apply. The subgrantee must operate the project directly and, without prior written approval, may not subcontract any portion of it.

K. Responsibilities of the State LTC Ombudsman

The State LTC Ombudsman will perform the following responsibilities:

- prepare an annual report containing data and findings regarding the types of problems experienced and complaints received by or on behalf of individuals residing in long-term care facilities, and to provide policy, regulatory, and legislative recommendations to solve such problems, resolve such complaints, and improve the quality of care and live in long-term care facilities;
- carry-out the functions of the ombudsman program as contained in 801.C; and
- include any area or regional ombudsman entity designated by the State LTC Ombudsman as a subdivision of the State LTC Ombudsman's office.

802: Elder Abuse Prevention

Elder Abuse activities in South Carolina were established to protect the health, safety, and well-being of all older adults. The OAA stipulates that the State agency shall use the allotment for Elder Abuse to carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect and exploitation, including financial exploitation. A system must be developed to:

- educate the public on the identification and prevention of elder abuse;
- public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
- develop a system to receive reports of elder abuse;
- seek participation of older individuals through outreach, conferences, and referral of such individuals to other social services agencies or sources of assistance if appropriate; and
- develop a system to refer complaints to law enforcement or public protective services agencies. OAA 721(b)(1 through 4)

A. Omnibus Adult Protection Act

In 1993, the General Assembly found it necessary to create the Omnibus Adult Protection Act (S.C. Code Ann §43-35-5 et seq.). The purpose of the Act is to:

- provide a system of adult protection in South Carolina;
- clarify the roles and responsibilities of agencies involved in the system;
- provide a mechanism for problems resolution and interagency coordination;
- address continuing needs of vulnerable adults;
- uniformly define abuse, neglect and exploitation for vulnerable adults in all settings;
- clarify reporting procedures for allegations of abuse, neglect and exploitation;
- provide procedures for emergency protective custody;
- define the role of the court in the adult protection system; and
- provide services in the least restrictive setting possible.

B. Adult Protection Coordinating Council

The Omnibus Adult Protection Act also created an Adult Protection Coordinating Council. The Council was created because of the depth of concern about the need for frequent, continued coordination and cooperation among the entities involved specifically in the adult protection system. It is composed of twenty (20) public and private organizations and two (2) gubernatorial appointees. It is thought to be the only council of its type in the United States. Staffing for the Council is provided by the SUA.

803: Legal Assistance Program

The SUA will encourage and assist the development of legal assistance designed to provide legal advice and representation by an attorney for older South Carolinians. "Legal Assistance" means legal advice and representation by an attorney (including, to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney), and includes counseling or representation by a non-lawyer where permitted by law, to older persons with economic or social needs. Specifically, the SUA will provide for:

- coordinating the furnishing of legal assistance to older residents;
- making available advice and technical assistance to those involved in the provision of legal services for the elderly; and
- furnishing training for contractors of legal assistance and older individuals themselves.

A. Legal Assistance Under the Area Plan

The AAA must award OAA funds for legal assistance to older persons with economic or social needs. Legal assistance service is a priority under the Older Americans Act. A provision of the Act requires the State agency to set a minimum level of expenditure of Title III-B funding on legal assistance services. In the absence of a waiver under Section 209 of this manual, each Area Agency shall expend not less than one percent (1%) of the allocation of Title III-B funding, after transfers, on contracts for legal assistance services. The purpose of awards under this section is to increase the availability of legal assistance with a priority on older persons with the greatest economic or social need with particular attention to low income minority individuals in order to assist them in achieving the objectives of OAA.

Legal assistance provided **under the Older Americans Act** must be in addition to any legal assistance already being provided to older persons in the planning and service area.

B. Conditions for Contractors

A legal assistance contractor must be either:

- an organization that receives funds under the Legal Services Corporation Act; or
- an organization that has a legal assistance program or the capacity to develop one.

The AAA must award funds to the legal services contractor(s) that most fully meets the following standards. The legal services contractor:

- has staff with expertise in specific areas of law affecting older persons in economic or social need; for example, public benefits, institutionalization and alternatives to institutionalization;
- demonstrates the capacity to provide effective administrative and judicial representation in the areas of law affecting older persons with social or economic need;
- demonstrates the capacity to provide support to other advocacy efforts, for example, the long-term care ombudsman program;
- demonstrates the capacity to effectively deliver legal assistance to institutionalized, isolated, and homebound individuals;

- has offices and/or outreach sites that are convenient and accessible to older persons in the community;
- demonstrates the capacity to provide legal assistance in a cost effective manner; and
- demonstrates the capacity to obtain other resources to provide legal assistance to older persons.

Each legal contractor must:

- make efforts to involve the private bar in legal assistance provided under this part, including groups within the private bar that furnish legal assistance to older persons on a pro bono and reduced fee basis;
- ensure that no attorney of the contractor engages in any outside practice of law if the director of the contractor has determined that the practice is inconsistent with the attorney's full-time responsibilities;
- ensure that while employed under this part, no employee and no staff attorney of the contractor at any time:
 - use official authority or influence for the purpose of interfering with or affecting the results of an election or nomination for office, whether partisan or nonpartisan;
 - directly or indirectly coerces, attempts to coerce, command or advise an employee of any contractor to pay, lend, or contribute anything of value to a political party, or committee, organization, agency or person for political purposes;
 - is a candidate for partisan elective public office; or
 - engages in any voter registration activity.
- in areas where a significant number of clients do not speak English as their principal language, adopt employment policies that ensure that legal assistance will be provided in the language spoken by those clients;
- adopt a procedure for affording the public appropriate access to the OAA, regulations and guidelines under the OAA, the contractor's written policies, procedures, and guidelines, the names and addresses of the members of its governing body, and other materials that the contractor determines should be disclosed. The procedure adopted must be approved by the AAA;
- ensure that legal assistance is not provided in fee-generating cases, (as defined in 45 CFR Section 160g.2) unless adequate representation is unavailable from private attorneys; and
- ensure that no employee and no staff attorney of the contractor shall directly or indirectly engage in activities intended to influence the passage or defeat of any legislation by the Congress of the United States or by any state or local legislative body or state proposals by initiative petition except where:
 - representation by a contractor for a client is necessary with respect to such client's rights and responsibilities (except that no employee shall solicit a client in violation of professional responsibilities for the purpose of making such representation possible); or
 - a governmental agency, legislative body, committee or member thereof requests the contractor to testify, draft or review measures or to make representations to such agency, body, committee or member, or is considering a measure directly affecting the activities of a contractor under this part; and
 - ensure that, while providing legal assistance, no employee and no staff attorney of the contractor engages in demonstration, picketing, boycotts, or

rioting or civil disturbances or any illegal activities (as defined at 45 CFR Section 1612.1, Section 1616.2, and Section 1612.3 [1321.71(j)]).

Each legal services contractor that is not a Legal Services Corporation subgrantee must agree to coordinate its services with Legal Services Corporation subgrantees in order to concentrate legal assistance funded under the OAA on older persons with particular attention to low income minority individuals with the greatest economic or social need who are not eligible for services under the Legal Services Corporation Act. In carrying out this requirement, legal services contractors may not use a means test or require older persons to apply first for services through a Legal Services Corporation subgrantee.

C. Case Priorities

A legal services contractor under the OAA may, with the approval of the AAA, set priorities for the categories of cases for which it will provide legal representation in order to concentrate on older persons with the greatest economic or social need with particular attention to low income minority individuals. **Priority must be given to case areas identified in the Older Americans Act. These include**

- Entitlement program benefits;
- Health care;
- Long term care;
- Housing;
- Utilities;
- Protective services;
- Defense of guardianship;
- Abuse and neglect; and
- Age discrimination.

In setting case priorities, a legal contractor may consider the availability of staff resources in determining the extent of legal advice and representation to provide to individual older persons.

D: Information about Income and Resources

A legal services contractor may not require an older person to disclose information about income or resources as a condition for providing legal assistance. A legal services contractor may ask about the person's financial circumstances as part of the process of providing legal advice, counseling and representation, or for the purpose of identifying additional resources and benefits for which an older person may be eligible.

**APPENDIX 200: DISASTER PREPAREDNESS MANUAL AND STANDARD
OPERATING PROCEDURES****ALL DISASTERS****I. GENERAL****A. PURPOSE**

The purpose of this plan is to improve the readiness and response capability of the Lieutenant Governor's Office on Aging (LGOA) in emergency and disaster situations, in order to safeguard our older population and respond as quickly as possible to their needs.

The Lieutenant Governor's Office on Aging is responsible for administering state and federal funding for programs and services through regional offices known as Area Agencies on Aging and local service providers. The role of the LGOA during an emergency/disaster is two-fold:

1. To ensure the capability of the state office and Aging Network to continue/resume operations as quickly as possible following a disaster; and
2. To facilitate the coordination of disaster mitigation, preparedness, response and recovery activities in the Aging Community where the disaster occurred.

B. AUTHORITY

By Executive Order of the Governor, dated May 17, 1995, the LGOA is mandated to perform a support role with regard to two emergency support functions: ESF 6 (Mass Care) and ESF 11 (Food).

As the State Unit on Aging, designated by the Governor and recognized by the federal Administration on Aging (AoA), the LGOA is required to have a disaster plan.

C. APPLICABILITY

The Standard Operation Procedures (SOP) apply to the personnel of the LGOA and to agencies and organizations receiving grants or contracts through the LGOA. It shall be implemented during both natural and man-made disasters/emergencies according to the process specified below.

D. DEFINITION - ACRONYMS/ABBREVIATIONS

AAA	Area Agency on Aging
AOA	Administration on Aging
CLTC	Community Long Term Care
COA	Council on Aging
DHS	Department of Homeland Security
EOC	Emergency Operations Center
ESF	Emergency Support Function
EMD	Emergency Management Division
FEMA	Federal Emergency Management Agency
LGOA	Lieutenant Governor's Office on Aging
SAT	State Assessment Team
SEOC	State Emergency Operations Center
SERT	State Emergency Response Team
VOAD	Volunteer Organizations Active in Disasters

E. ORGANIZATION

1. It is understood that in all matters the actions of the Lieutenant Governor's Office on Aging shall interface and be coordinated with other agencies and organizations in order to ensure the health, welfare and safety of seniors in the disaster effected community(s).
2. A staff member from the LGOA will be assigned the duty of Disaster Preparedness Coordinator. The functions of the Disaster Preparedness Coordinator will be as follows:
 - a. To coordinate the development, and, when appropriate, the implementation of the Standard Operation Procedures for the LGOA.
 - b. To coordinate the technical assistance provided by LGOA staff before, during and after an emergency.
 - c. To participate in training and simulation exercises conducted by the Emergency Management Division.
 - d. To plan training opportunities for LGOA staff and aging network staff.
 - e. To coordinate staffing of and participate in EMD ESF 6, Mass Care, before, during and after an emergency/disaster.
 - f. To coordinate staffing for and activation of the "Away Teams", LGOA office teams, and any other teams that may be needed to work with seniors and/or their families before, during and after a disaster.
 - g. To coordinate staffing for and activation of staff for EMD ESF 6, Mass Care; ESF 15, Public Information; ESF 18, Donated Good and Resources and Volunteer Services; and, the State Assessment Team.
 - h. To educate other agencies and organizations to the programs, needs, services and resources for seniors.
 - i. Maintain contact with the AAA directors before, during and after a disaster to provide information and determine need for assistance.
3. In coordination with the LGOA Division of Public Information, the Disaster Preparedness Coordinator shall disseminate current information to the PIO who will be responsible for developing public information designed to assist older South Carolinians before, during and after a disaster. In addition, the Deputy Director of the Division of Aging Services shall coordinate with the Division of Administration, in providing technical assistance to the Aging Network regarding grant applications for AOA grants and FEMA assistance during Presidential-declared disasters.
4. The LGOA shall maintain the following teams:
 - two (2) teams of three people each to staff EMDs ESF 6, Mass Care
 - 2 staff for ESF 15, Public Information
 - 1 staff person for ESF 18, Donated Goods and Resources
 - 3 office teams
 - 3 "Away" teams
 - 3 staff for the State Assessment Team

II. EXECUTION**A. CONCEPT OF OPERATIONS**

1. Disaster operations to support the AAA's, Aging Network service providers and any other agencies or organizations that work with seniors and/or their families shall be conducted by the LGOA when needed. If an emergency should occur during non-

- working hours, the Disaster Preparedness Coordinator will contact pre-determined staff to report to the State Emergency Operation Center, if it is activated. Other staff are to report to their respective divisions as soon as it is safe to do so, unless directed otherwise at pre-disaster preparation meetings. If other teams are to be mobilized during non working hours the Disaster Preparedness Coordinator, after consulting with the LGOA Director, will contact team leaders to begin the process. State Assessment Team (SAT) staff will be notified by the Emergency Management Division or the SAT team leader of their mobilization.
2. The LGOA recognizes that in order to be able to carry out public disaster responsibilities, staff members must have plans to ensure their safety and the safety of their families. Accordingly, each staff member is encouraged to develop a family emergency/disaster plan.
 3. Disaster operations within the Aging Network shall be conducted in so far as possible in accordance with routine lines of authority. However, the staff from LGOA shall observe a fall-back principle:
 - Should any Area Agency on Aging (AAA) and/or local aging network provider's offices become inoperable, a team of staff from the LGOA will mobilize to that area and operate as the AAA until that office can become re-established. The goal being to normalize operations as quickly as possible in order to ensure critical services are restored or provided to seniors;
 - Should a local service provider become inoperable, the LGOA expects the Area Agency on Aging, when possible, to assume or contract those functions until provider operations are re-established. The goal is to normalize operations as quickly as possible in order to provide critical services to seniors.
 - In the event the physical location of the LGOA is damaged, the LGOA Director will coordinate the office staff for office relocation.
 4. The LGOA will promote mutual aid agreements between providers and Area Agencies on Aging and in the event of widespread damage and disruption, staff from the LGOA will assist with coordinating staff from other parts of the state as well as LGOA staff to come into the disaster area to assist in normalizing operations as quickly as possible.

B. TASKS

1. Mitigation Phase:

- a. Activity: Maintenance of LGOA Disaster Preparedness Manual and Standard Operations Procedures; ESF 6 Standard Operating Procedures; SAT Standard Operating Procedures; Disaster Preparedness Teams; staff emergency contact information; and, the State Emergency Preparedness Manual.
Responsibility: Disaster Preparedness Coordinator
- b. Activity: Review of Area Plans to ensure that all of their contact information is available and posted in a common area
Responsibility: Disaster Preparedness Coordinator
- c. Activity: Education and Training for LGOA Staff; AAA staff; Aging Network staff; and, seniors.
Responsibility: Disaster Preparedness Coordinator; AAAs; and Aging Network

Staff through special task forces, LGOA Emergency Preparedness Coordinator, Summer School of Gerontology, American Red Cross, etc.

- d. Activity: Distribution of Emergency Preparedness Checklist
Responsibility: Disaster Preparedness Coordinator

2. Pre-Disaster Phase: three to five days prior to the event, if possible

- a. Activity: Organize LGOA staff in respective teams and begin preparing for disaster. Keep LGOA staff informed of the progress of the hurricane or other disaster/emergency.
Responsibility: Disaster Preparedness Coordinator
- b. Activity: Coordinate with ESF 6, Director of Mass Care, for staffing. Notify LGOA ESF 6 Team of imminent activation. Advise staff to review ESF 6 Standard Operations Procedures (SOP)
Responsibility: Disaster Preparedness Coordinator.
- c. Activity: Notify ESF 15, 18 and SAT LGOA staff of EOC activation
Responsibility: Disaster Preparedness Coordinator
- d. Activity: Communication with effected Area Agencies on Aging
Responsibility: Disaster Preparedness Coordinator and/or LGOA Agency Director.
- e. Activity: Ensure that all LGOA records, property and equipment are safeguarded.
Responsibility: All LGOA Staff
- f. Activity: Check boxes for relief teams to ensure that all items are in boxes and batteries are good, etc. (see SOP for item list)
Responsibility: LGOA office Disaster Preparedness team, Disaster Preparedness Coordinator
- g. Activity: Things to do during preparation phase.

LGOA Office Team

- a. Ensure that emergency phone and address list is current and that Disaster Preparedness Coordinator and all team leaders have a copy.
- b. Review with staff what each person is responsible for doing preceding, during, and after the disaster.
- c. Make sure LGOA agency vehicles, personal vehicles and state fleet vehicles are gassed, and supplies for the “Away Teams that will be needed (batteries, flashlights, cell phones, office supplies etc.) are assembled.
- d. Team leaders will report frequently to the LGOA Director and the Disaster Preparedness Coordinator if necessary.
- e. Determine who the Disaster Coordinator is for AAAs in the projected disaster area and communicate and coordinate with that person.
- f. Identify the kinds of assistance the provider needs in carrying out activities and help with accessing resources for seniors.

Responsibility: LGOA Disaster Preparedness Coordinator, LGOA Director and Team Leaders

3. Disaster Phase: Immediate

- a. Activity: Activate Response Plan
Responsibility —LGOA Director, Disaster Preparedness Coordinator
- b. Activity: Coordination of staff for the EOC: ESF 6, Mass Care; ESF 15, Public

Information; ESF 18, Donated Goods and Resources; SAT Team on standby.

Responsibility: Disaster Preparedness Coordinator

- c. Activity: Damage assessment of LGOA Agency, if necessary.
Responsibility: LGOA Agency Director and Deputy Directors; Disaster Preparedness Coordinator.
- d. Activity: Relocate LGOA main office, if necessary.
Responsibility: LGOA Agency Director and Deputy Directors; LGOA staff
- e. Activity: Damage assessment of Network (determination of damage and disruption of Area Agency(s) on Aging and service providers in the affected area
Responsibility: LGOA Agency Director, Deputy Director of Aging Services and/or the Disaster Preparedness Coordinator in conjunction with staff of the affected area(s) office.
- f. Activity: Activate “Away Teams” to provide Technical Assistance, following damage assessment, to affected areas.
Responsibility: LGOA Agency Director and the Disaster Preparedness Coordinator in conjunction with the AAA Director in the affected region.
- g. Activity: Outreach and Advocacy.
Responsibility: Away Teams; LGOA Agency Director; Disaster Preparedness Coordinator in conjunction with staff of the affected area(s) offices.
- h. Activity: Staff ESF 18: Volunteer/Resource Management (including coordination of donations, coordination with Volunteer Organizations Active in Disasters (VOAD) and other individuals and groups wishing to provide aid and assistance)
Responsibility: Director of ESF 18, EMD and volunteer(s) from LGOA, other volunteer organizations and State Agencies to record and disseminate volunteers, donated goods and resources to affected area(s).
- i. Activity: Record-keeping and reporting.
Responsibility: Team Leaders and Disaster Preparedness Coordinator, in conjunction with staff from the Division of Information Technology, to ensure that all assessments are properly recorded and reports run as needed.

4. Recovery Phase

- a. Activity: On-going Technical Assistance to Area Agencies on Aging and aging network providers
Responsibility: LGOA office staff and “Away” team staff if applicable.
- b. Activity: Record-keeping and reporting
Responsibility: Team leaders and the Disaster Preparedness Coordinator.
- c. Activity: Ongoing Outreach and Advocacy
Responsibility: LGOA Director; Disaster Preparedness Coordinator in conjunction with staff of the affected area(s) offices.
- d. Activity: Continue to coordinate with Home Delivered Meals caterers, Salvation Army, American Red Cross, Baptist Association Disaster Preparedness division for provision of meals for seniors and their families if unable to go to common meal distribution sites.
- e. Responsibility: “Away” Team Leader(s); AAA and/or aging network providers if conducting business as usual.
- f. Activity: Coordinate with Regional Long-Term Care Ombudsmen to ensure reports of neglect, abuse, exploitation are investigated and resolved.

Responsibility: Elder Rights Division in the LGOA as well as Regional Ombudsman

III. ADMINISTRATION AND LOGISTICS PRE AND POST DISASTER

A. ADMINISTRATION

1. The Disaster Preparedness Standard Operations Procedures for the LGOA shall be implemented at the direction of the Director upon advice from the Disaster Preparedness Coordinator.
2. Line of Succession for Emergency Operations
 - a. LGOA Agency Director or designee
 - b. LGOA Disaster Preparedness Coordinator
 - c. Team Leaders
3. Records and Reports

It is imperative that **all** staff involved in disaster operations maintain a record of their specific activities and the amount of staff time involved in performing these activities; any special supplies used; and, expenses incurred (**retain all receipts for record**).
4. Activities related to client needs and resource assistance will be recorded on the Client Assessment Form then transferred to the Disaster Preparedness software.
5. Hold staff briefings both internally and by individual teams.
 - a. The Disaster Preparedness Coordinator will participate in regular briefings provided at the SEOC and update the ESF 6 team regularly.
 - b. The Disaster Preparedness Coordinator will provide regular briefings for the LGOA Director.
 - c. The team leaders will provide regular briefings with their staff and update the LGOA Director and Disaster Preparedness Coordinator as necessary.
 - d. ESF 15 staff and ESF 18 staff will update the Disaster Preparedness Coordinator and the LGOA Agency Director on a regular basis.
6. Upon the conclusion of disaster activities, the LGOA Director and Disaster Preparedness Coordinator will conduct a de-briefing for the purpose of reviewing how the Standard Operations Procedures were implemented and the adequacy of those procedures.
7. The Emergency Preparedness Coordinator will implement changes to the Disaster Preparedness Plan and SOPs according to the results of and recommendations from staff debriefing.

B. LOGISTICS

1. The LGOA's Deputy Director for the Division of Administration or his designee shall be responsible for requisitioning the necessary vehicles and supplies for emergency operations as identified by the Disaster Preparedness Coordinator or the LGOA Director.
2. The Disaster Preparedness Coordinator shall be responsible for working with the Division of Information Technology to maintain computer and telephone equipment and IT supplies in the field. An IT staff person will be assigned to each "Away Team" to ensure maintenance of equipment and functionality of software.

The South Carolina Lieutenant Governor's Office on Aging (LGOA) Standard Operating Procedures for Teams

To facilitate response by staff from the Lieutenant Governor's Office on Aging (LGOA) in the event of a large-scale emergency, teams are designated to maintain contact and coordinate assistance with Area Agencies on Aging (AAA), local Aging Network service providers/Councils on Aging (COA), and Community Long Term Care (CLTC) Regional Offices. More than one team may be dispatched to a large area of devastation. In that event, the Disaster Preparedness Coordinator may ask the LGOA Director to appoint more staff to "Away Teams" in the event it is determined other areas need assistance.

The following are the Standard Operating Procedures that will be followed in the event of any type of disaster where pre and post-disaster assistance is needed. Disasters other than a hurricane may occur in other parts of the state that would require a team or teams to be dispatched to lend assistance. Activities remain the same regardless of the type of disaster. Team Captains are liaisons to the local County Emergency Operations Command Center.

Activities to Be Performed by LGOA Staff at the Emergency Operation Center ESF 6 Standard Operation Procedures

LGOA staff will be assigned to staff Emergency Support Function (ESF) 6, Mass Care, at the State Emergency Operation Center (SEOC) when activated. There will be 2 teams of 3 people each and 2 alternates (8 people total) who will help staff this team. Each person will work a scheduled 8 hour shift every 2nd day. There will be relief staff available to take the place of any LGOA ESF 6 staff that needs to rotate to another team. Responsibilities include but are not limited to:

1. Answer phones and take messages.
2. Enter data as requested into the Web EOC database systems
3. AAA Directors in effected areas of all shelter openings, etc.
4. Collaborate with other ESFs at the SEOC to ensure seniors, people with disabilities and their families receive information about shelters, programs and services.

Activities to Be Performed by LGOA Staff at the Emergency Operation Center, ESF 15 Standard Operation Procedure

LGOA staff will be assigned to staff Emergency Support Function (ESF) 15, Public Information, at the State Emergency Operation Center (SEOC) when activated. There will be at least 1 person per shift from the LGOA who will help staff this ESF. Staff will work at least an 8 hour shift as needed by the Director of ESF 15. There will be relief staff available to take the place of any LGOA ESF 15 staff that needs to rotate to another team. Responsibilities include but are not limited to: disseminating information to the media regarding shelter openings and closings, location of support services and programs, and any other information relevant to the welfare of seniors, their families and people with disabilities.

Activities to Be Performed by LGOA Staff at the Emergency Operation Center, ESF 18 Standard Operation Procedure

LGOA staff will be assigned to staff ESF 18, Volunteers, Donated Goods and Resources, at the SEOC when activated. There will be at least 1 person from the LGOA who will help staff this team. Staff will work at least an 8 hr. shift as needed by the Director of ESF 18. There will be relief staff available to take the place of any LGOA ESF 18 staff that needs to rotate to another team. Responsibilities include but are not limited to:

1. Answer phones and take messages.
2. Enter data about volunteers, donated good and resources into the Web EOC database.

Activities to Be Performed by LGOA Staff on State Assessment Team (SAT)

Standard Operation Procedure

Staff assigned to the SAT will deploy with other team members from the SC Emergency Management Division in order to provide rapid, on-site assessments of the level of damage and impact to a local jurisdiction following a natural disaster or technological incident within the state. Ideally the SAT will deploy with sufficient equipment, supplies and transportation assets to be as self-sustaining as possible.

1. Attend all trainings.
2. When called by the team leader, the team will assemble at the assigned site with appropriate clothing for the season; will have necessary prescription medications; personal hygiene items; and is properly equipped for a minimum 3-4 day deployment to the disaster area and is capable of performing under austere conditions. A small backpack will suffice to carry these items.
3. Be present at briefings pre, during and post deployment.
4. With the team, assess the incident and provided assessment data according to protocol.
5. Make contact with LGOA Disaster Preparedness Coordinator, if possible, to inform him/her of the need for an LGOA "Away Team" in the affected area.
6. Contact the LGOA Disaster Preparedness Coordinator with any additional updates/findings from affected site.

Activities To Be Performed by Disaster Relief Teams Away Teams, 1, 2, and 3

Standard Operation Procedure

LGOA staff will be assigned to staff 3 teams, with at least 5 people per team, with one member being the team leader. The team(s) will be dispatched to the area(s) of impact post event if needed. The LGOA Director and the Disaster Preparedness Coordinator will determine the need for Relief Teams being dispatched to affected area(s). The specific duties and responsibilities of the team will depend on the functional level of the AAA and the local aging network providers. As soon as possible following the disaster, contact will be made with the Area Agency on Aging (AAA) Director in the affected area(s). The following information will be ascertained: status of the AAA office(s) operations and staff and, status of each Aging Network provider's operational capabilities and their staff.

If it is determined that the AAA(s) and/or COA(s) need the assistance of the LGOA staff, a team or teams will be dispatched as quickly as possible. Once in the affected area, the team leader and team will:

1. Set up operation in a suitable facility
2. Contact the local County Emergency Management Director at the established Emergency Command Center to notify him/her of LGOA activities in the affected area
3. Through the LGOA Public Information Officer, provide contact information that will be published/announced notifying citizens of the phone number and location of LGOA staff/office
4. Provide assistance, if possible, and/or information regarding assistance to seniors and their families and people with disabilities.

The team members will perform duties as assigned by the team leader. Duties will include but not be limited to:

1. Helping to re-establish operations that include providing office supplies, computers, phones, etc.
2. Conducting phone assessments and providing information, referral and assistance information to disaster victims
3. Inputting data into the disaster software

4. Taking supplies to clients.
5. Outreach – helping identify older adults, people with disabilities and their families needing assistance
6. Conducting onsite assessments of clients and determining needs
7. If possible, making contact with the long term care facilities, home health providers, Certified Residential Care Facilities (CRCF), hospice programs, aging service providers, Community Long Term Care Offices (CLTC) and other support agencies to identify service delivery programs for seniors and/or their families and people with disabilities.
8. Coordinating with other disaster response agencies; e.g., local Emergency Management, Red Cross, Salvation Army, Food Pantries, etc., to obtain food and goods for clients
9. Coordinating activities with the Disaster Assistance Center (DAC) if established
10. Coordinating volunteer activities for seniors and their families
11. Coordinating assistance from other AAAs and Aging Network providers
12. Assisting with agency applications for disaster assistance funds
13. Transporting some supplies to clients.
14. Referring clients to agencies/organizations providing clean-up, repairs and temporary sheltering, etc., for seniors, people with disabilities and their families

The Team Captain(s) will be responsible for providing regular updates and reports to the LGOA Director, ensuring appropriate documentation of staff time and activities performed by LGOA staff. Additional staff, including support staff, may be added to the teams as necessary.

Staff with the Division of Information Technology will load the Disaster Software on assigned laptop computers. IT staff or other staff as assigned will be take the assessments and input the data into the software. IT staff will also be available for hardware and software maintenance and generating needs reports for staff to use in gathering goods and supplies for clients.

The following will be sent with teams:

1. Boxes of office supplies that include: copier/printer paper, letterhead paper, envelopes, stamps, pens, pencils, staplers, staples, tape, tape dispenser, note pads, Post-it note pads of all sizes, scissors, etc.
2. Computer workstation(s) (monitor, CPU, printer, scanner, copy machine supplied by LGOA), Laptop computers
3. Vehicles from state fleet (if possible) The team(s) should be prepared to be self-supporting while in the effected disaster area. Motel arrangements will be made by a LGOA staff member prior to a team(s) being dispatched.

Team members should be **prepared to take a minimum of one week (7day) supply** of some or all of the following:

- Food, nonperishable, and manual can opener
- Paper plates and plastic utensils
- Water (1 gallon per person per day)
- Sleeping bags or cots
- Blankets and pillows
- Sun screen/insect repellent
- Cash (automatic tellers will probably not be working for some time)
- Flashlights and batteries and candles and matches/lighters
- Extra clothes
- Toiletries/personal hygiene items
- Medicines – at least a 7 day supply (prescription and non-prescription)

- Battery operated radio and batteries
- Walkie Talkies (if available) and batteries
- Cell phone and chargers (just in case towers are not down)
- Good walking shoes

The following are recommended food items for the Away Team members. Team members may purchase some or all of the suggested items or the LGOA may purchase the items and send them with the team(s). Below are the recommendations.

Recommended Food Items for Away Teams (Make sure you have a portable can opener)

1. Canned goods with pop tops: fruit, puddings, tuna, pork & beans, soup, spaghetti, Vienna sausage, etc.
2. Canned/boxed juices
3. Canned/bottle Soft drinks
4. Bottled Water
5. Jelly
6. Peanut butter
7. Bread
8. Snack items: potato chips, lance crackers, candy, etc.

Recommended Personal Items:

1. Extra clothes
2. Toiletries: tooth brush, tooth paste, soap, deodorant, shaving equipment, etc.
3. Extra shoes, socks, shoe laces

Activities to be Performed by LGOA Office Team

Standard Operation Procedure

LGOA office staff will maintain the daily operation of the LGOA on the state level. They will also act as support to any team that has to be dispatched to the local area to assist in operating the AAA. Responsibilities include but are not limited to:

1. Prepare boxes of office supplies for relief team(s)
2. Contact AAAs to ensure they are alerted to impending events
3. Coordinate with LGOA Information Technology (IT) staff regarding preparing computer work stations for disaster relief team(s) to take with them
4. Maintain contact with staff at EOC regarding shelter openings and closings and contact AAAs regarding locations (pre and post event)
5. Reserve state cars, vans, SUVs, etc., for the transport of staff to and use in disaster areas
6. Make motel arrangements for LGOA Disaster Relief Team staff prior to a team(s) being dispatched into the effected area(s)
7. Purchase food and other items that may be needed by Disaster Relief Teams
8. Transport food and other items to teams in effected areas around the state
9. Maintain daily operation of LGOA office.

Immediately prior to a disaster staff from the Office Team will check items in disaster relief team boxes and stock/restock as necessary. The following items/equipment are to be included for the teams:

Equipment:

1. Laptop Computers and related equipment to include batteries
2. Disks/CDs
3. Cell phones and chargers
4. Walkie-Talkies and batteries

5. A generator if available

Materials and Supplies for boxes

1. Plain Paper
2. Legal pads
3. Pens, pencils, markers
4. Paper clips, binder clips (all sizes)
5. Stationary and envelopes
6. Scissors
7. Stapler and staples
8. Staple remover
9. Note pads and Sticky pad
10. Brown envelopes 9x12
11. File pockets/folders
12. Masking tape, Scotch tape
13. Liquid Paper
14. Rubber Bands
15. Carbon paper
16. Candles, holders and matches
17. Toilet paper
18. Paper towels
19. Trash bags
20. Ziploc bags
21. Plastic utensils
22. Paper plates/bowls
23. Paper/plastic/Styrofoam cups
24. Flashlight and batteries
25. Battery operated radio and batteries
26. Extension cord and extension light
27. Two cold packs, one hot pack
28. Portable can opener
29. Rubber gloves
30. First Aid kit

**APPENDIX 500A: MINIMUM MEAL BID SPECIFICATIONS
SOUTH CAROLINA NUTRITION PROGRAM FOR THE ELDERLY
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MEAL BIDDING SCHEDULE**Region:** _____

	Quantity/Per Year	Cost Per Meal	Cost Per Meal w/Op. Beverage
REGULAR DAILY PREPARED MAIN MEALS <i>Also Picnic & Deli Meals & Non-perishable meals used as emergency meals</i>			
REGULAR Breakfast Meals			
MODIFIED DAILY PREPARED MAIN MEALS <i>Also Picnic & Deli Meals & Non-perishable Meals used as emergency meals</i>			
SHELF STABLE MEALS <i>(Non-perishable meals used on an On-going basis for home delivered meals)</i>			
DELI MEALS (Those used as a second meal for home delivered meals)			
REGULAR (*) FROZEN MAIN MEALS <i>(No Equipment)</i>			
REGULAR FROZEN BREAKFAST Meals			
REGULAR & MODIFIED (*) FROZEN MEALS <i>(No Equipment)</i>			
REGULAR & MODIFIED (*) FROZEN MEALS <i>With Equipment Included (This would generally be used in Congregate setting)</i>			

(*) CONTRACTEE must specify when desiring to order by case lot.

NOTE: the VENDOR will provide an approximate breakdown of the cost of congregate meals and home delivered meals (daily prepared, frozen, and/or shelf-stable). The breakdown will provide the percentage of the total cost of the meal for raw food, disposables, labor, delivery, and administration.

SITE LOCATION AND MEAL TYPES SCHEDULE

REGION: _____

PROVIDER: _____

[illegible]

* Deli meals used regularly as a second meal for home delivery.

MINIMUM MEAL BID SPECIFICATIONS SOUTH CAROLINA NUTRITION PROGRAM FOR THE ELDERLY

OVERVIEW

Furnish and deliver _____ meals complying with specifications and conditions listed herein to the CONTRACTEE. (The "CONTRACTEE" shall refer to the agency which holds the contract with the VENDOR. It is estimated that there will be approximately 250 serving days during each contract period. The period covered by this bid is July 1, _____ through June 30, _____.

The food shall be delivered to sites designated within the specifications of contract. Food will be packaged and maintained at prescribed temperatures. The VENDOR will provide (as required in the contract) all vehicles, food-handling and transportation equipment, service ware, serving and eating utensils, cutlery, napkins, hot and cold cups and other accessories required to serve a complete meal with appropriate condiments that will include, but not be limited to salt, pepper, sauces, margarine, salad-dressing and mayonnaise, mustard and catsup.

REQUIRED BID CONTENT

The following information must be contained in the bid. Bidders should submit the information in the order listed and comply with the instructions contained in this package.

1. The CONTRACTEE has provided the projected number and type of meals to be bid in the Meal Bidding Schedule. The VENDOR must complete this Schedule by inserting the appropriate price(s) per meal. In addition, the VENDOR will provide an approximate breakdown of the cost of congregate meals and home delivered meals (daily prepared, frozen, and/or shelf-stable). The breakdown will provide the percentage of the total cost of the meal for raw food, disposables, labor, delivery, and administration.

Note: The Site Locations and Meal Types Schedule (completed by the CONTRACTEE) provides information on the location(s) and approximate daily quantities of meals to be served.

- Daily Prepared Meals, Non-Perishable Meals used as Emergency Meals, Deli Meals used for the main meal and Picnic Meals shall all be bid at the same price
- When the CONTRACTEE designates both Regular and Modified Meals, they shall be bid at the same price.
- Non-perishable (shelf-stable) Meals for home delivery shall be bid at a separate price.
- For frozen meals with fresh supplements, the CONTRACTEE shall request prices for the following categories as indicated on the bidding schedule:
 - Regular only
 - Regular and Modified at the same price
 - With equipment or without equipment included by VENDOR (If Vendor is providing equipment, then installation, leasing and maintenance of equipment shall be included)
 - Bid on the basis of ordering the frozen component by complete case lots.
- Deli meals used regularly as a second meal for home delivery.

2. The VENDOR will complete ATTACHMENT A: Location(s) of Vendor and Food Preparation/Production Facility(s) and include a copy of the most recent sanitation inspection and/or USDA/FDA certification, if applicable.
3. [optional] The VENDOR will provide a description of the quality assurance process for food and food preparation/production for all types of meals prepared and served. This includes the qualifications of the individual who has overall responsibility of the food service operation, a brief summary of the Hazard Analysis Critical Control Point (HACCP) process used, and frequency of monitoring and by whom.
4. The VENDOR will provide a description of equipment necessary for transportation and temperature control of daily-prepared, deli, and frozen meals. Vendors are responsible for equipment to maintain food temperatures until service. Specify quantity and types. Give physical description. When bidding frozen meals, Vendors shall include equipment installation and leasing costs, if CONTRACTEE desires equipment.
5. The VENDOR will provide a packing and delivery schedule, including routes and times of delivery based on the Site Locations and Meal Types Schedule.
6. The VENDOR will provide completed menu plans written on Attachment B and/or C: Project Menu Plan form. The type of menus and number of samples required for the bid will be noted on Attachment D Sample VENDOR Menu Requirements. They may be based on sample menus provided by the CONTRACTEE (also Attachment D: Sample CONTRACTEE menus). A nutrient analysis for each of the menus prepared shall be submitted with the bid. Specific menu and nutrient analysis requirements are provided in these bid specifications.
7. The VENDOR will provide an itemized description of serving ware and eating utensils, serving equipment and utensils, cups, napkins, accessories, condiments for congregate meals and other supplies to be used for packaging home delivered meals. *Discussion of serving equipment should include all equipment needed at the site to properly maintain the food until serving time(s) or packing time for meals to be delivered to clients' homes by CONTRACTEE.*
8. [optional] The VENDOR will provide a description of the current food management staff and any additional staff who will be employed for this contract period. This includes an organizational chart, job titles and brief job descriptions for managers, cooks, drivers, dietitian, etc.
9. [optional] The VENDOR will provide a brief statement to demonstrate their capability, based on past experience, to implement the nutritional and logistical aspects applicable to the performance of the contract.
10. The VENDOR will provide a written plan for contingencies including, but not limited to, substitute driver availability, delivery of food in the event of vehicle breakdown, delivery of food in the event of emergency at a production site, and method of reimbursement if project must purchase replacement food. Contact name and phone number in case of after-hour emergencies will be provided. See Section 9. Emergencies for more detail.
11. The VENDOR will provide documentation of insurance coverage as required herein.
12. The VENDOR will provide an independently audited financial statement for the last completed fiscal year.

GENERAL INFORMATION FOR BIDDERS

Region-wide bids shall be submitted on the basis of the delivered and complete price per type of meal, and if requested, the complete price per meal with equipment. The bid shall conform to all the descriptions herein and the cited regulations. Meals provided under this bid are not subject to South Carolina state sales tax.

The successful bidder may be requested to provide the same meals and services at the same price to additional sites as funds for this purpose become available to the CONTRACTEE.

Changes and additions to site locations will be negotiated between the CONTRACTEE and the VENDOR; however, the final decision as to relocation of existing sites will rest solely with the CONTRACTEE. The VENDOR, upon notice from the CONTRACTEE, will then provide meals at the contracted cost to the relocated sites as requested by the CONTRACTEE.

Other than in extreme emergencies, the VENDOR will be given 30 days notice of closure or relocation of any existing site or of the addition of any new sites.

Holiday closings – Meal sites served under this contract will be closed for approximately eleven holidays during the contract year. The CONTRACTEE, prior to the beginning of the contract period, will furnish a list of these holidays to the successful VENDOR.

Description of Meal Types and Service

Specifications for each type of meal to be procured under this contract, include:

- Daily-Prepared Meals: Such meals are prepared and delivered in bulk daily to the sites by the VENDOR. Daily-prepared meals can be breakfast or main meal menus. They typically include a hot entrée.
- Frozen Meals: Pre-plated frozen meals that are prepared using blast-chill/blast-freeze technology. They are delivered to the sites by the vendor, usually on a weekly basis, and must be combined with supplements needed.
- Modified Meals: Meal plans meet the regular menu pattern but contain modifications to one or more menu items. The types and amounts of all items conforms to the regular menu pattern. The following are examples of modified meals that a nutrition program may provide:
 - A meal with a lower sodium entrée if the regular entrée is of significantly higher sodium content than usually served;
 - A meal with fresh fruit, or juice-packed canned fruit in place of a concentrated sweet dessert;
 - A meal with food items that have been altered in texture to accommodate the needs of an individual with problems chewing or swallowing. Examples of such food items include ground meat, thickened liquids or all pureed foods.
- Therapeutic Diet Meals: based on the current *South Carolina Dietetics Association Diet Manual* (e.g., two grams sodium, 40 grams protein, 1200 Calories, and/or 40 grams fat). Such diets may not meet BoSS meal requirements if such a requirement would be a contraindication of the physician's written diet prescription and the therapeutic nature of the diet.
- Non-perishable (shelf-stable) Meals – These meals are stored without refrigeration and may be eaten with little preparation. The packaging must be easy to open and clearly labeled and include preparation instructions when needed. Items should be labeled with expiration dates. When used as an Emergency Meal, Non-Perishable Meals shall be priced the same as the regular, Daily Prepared Meals. When Non-Perishable Meals are used on a regular basis for home delivered meals, then there will be a minimum of a two-

week menu cycle to insure variety for the client, and the price shall be bid separately on the bidding schedule. Sample Non-Perishable Meal menus are provided by the CONTRACTEE. These meals are stored without refrigeration and may be eaten with little preparation.

- Picnic Meals – Hot or cold meals served in a location other than the congregate meal site. The CONTRACTEE will provide a two-week notice to the VENDOR when ordering Picnic Meals. The picnic menus are to be planned and coordinated with the CONTRACTEE and with the participants' preferences in mind. The VENDOR will agree to deliver the picnic meals on the day of the event at the usual location or at another agreed upon location. Picnic Meals will be furnished at the same price as Daily Prepared Meals. Sample Picnic Meal menus are provided by the CONTRACTEE.
- Special Event Meals – Hot or cold meal for a planned special event such as an ethnic or holiday meal.
- Deli –cold daily meal or cold 2nd meal. The CONTRACTEE will provide an agreed upon notice to the VENDOR whenever ordering deli meals. Deli meals shall be delivered to the site at the appropriate, safe temperature. Individual components of the meal shall be individually wrapped or in appropriately sized cups with lids. Sample Deli Meal menus are provided by the CONTRACTEE. The CONTRACTEE may request a bid for Deli Meals to be used as the second meal of the day for selected participants. The menus prepared for these second meals may repeat every two weeks. This menu cycle shall include meals with two different Deli Meal menus for both Saturday and Sunday of each week. A second meal provided with the lunch meal shall provide a total of 2/3 the RDA in accordance with BoSS nutrient requirements.

Optional Beverage Service

A CONTRACTEE may ask for a bid with a daily beverage served in the congregate setting only. If this option is exercised, the VENDOR shall provide urns, sugar, sugar substitute, creamer, 6 ounce Styrofoam cups, and stirrers for coffee. The VENDOR shall provide a dispenser, ice, unsweetened tea, sugar, sugar substitute, stirrers, and 9 ounce plastic or Styrofoam cups for iced tea. The CONTRACTEE may request only one optional beverage. However, the CONTRACTEE can switch the option according to seasonal preference. The size of the urns and dispensers provided to each site shall be large enough to accommodate the number of congregate meals ordered for the site.

Financial Statement

[optional] The bidder shall submit an independently audited financial statement for the last completed fiscal year, giving evidence of financial status and reference for verification.

Location of VENDOR and Production Facilities

The bidder shall submit information on food preparation and production facilities using ATTACHMENT A.

Quality Assurance for Food and Food Preparation and Production

Food Preparation and Safety

All food served shall be wholesome and of good quality. It shall be prepared in centers that meet the requirements of the SC Department of Health and Environmental Control (DHEC) (published in Food Service Establishments, Regulations-61-25), local occupancy and fire safety requirements, and have adequate security.

In the event that any person eating meals prepared under this contract becomes ill as a result of food poisoning and it is determined by DHEC to result from negligence of the VENDOR, the CONTRACTEE shall have justification for immediate cancellation of the contract.

[optional] The VENDOR shall provide a dial or digital style thermometer to each site. Site Managers should be given instructions on re-calibrating the thermometers to ensure its accuracy. The VENDOR, upon return of a malfunctioning thermometer, shall issue a replacement with the next meal delivery.

Frozen Meal Requirements when Prepared by the VENDOR

- Frozen meals must be produced using blast-chill/blast-freeze technology and equipment. The process used should meet local, state, and federal regulations for the production of frozen meals containing meat and poultry products. Frozen meals produced by a non-USDA regulated facility must have written authorization from DHEC and the SC Meat-Poultry Inspection Department indicating that the process and facility meet with their guidelines for safety and quality.
- Requests for written authorization to produce frozen meals shall include description (and/or diagrams) for the following: (1) number of meals to be frozen daily; (2) marketing intentions (3) equipment to be used (4) a description of the facility; (5) a description of the production process; (6) number of personnel, description of duties, and experience of personnel.

These requests should be sent to

Sandra D. Craig, Director

Food Protection Division

Mailing address: 2600 Bull St, Columbia, SC 29201

Physical address: 8500 Farrow Rd.

Columbia, SC 29203

Phone: 803-896-0640, fax: 803-896-0645.

Dr. Daniel LaFontaine, Director

SC Meat-Poultry Inspection Department, Sandhills Experimental Station

Mailing address: P.O. Box 102406, Columbia, SC 29224-2406

Physical address: 500 Clemson Rd, Columbia, SC 29229

Phone: (803) 788-2260, fax: 803-788-8114.

To ensure quality of frozen meals during storage and transportation, the VENDOR shall take any measure necessary to insure that all meals remain in a solid-frozen state.

Food Specifications

All food used in the preparation or service of meals for the CONTRACTEE shall be of high quality and meets any required standards of the DHEC. Food shall be from sources approved or considered satisfactory by the DHEC; shall be properly labeled; shall be free from spoilage, adulteration, and other contamination; and shall be safe for human consumption. No home prepared or home canned food is allowed.

The following minimum food standards must be met:

1. Canned Fruits and Vegetables – USDA Grade A
2. Fresh Fruits and Vegetables - #1 Quality
3. Poultry – USDA Grade A or better. All fresh poultry is to be washed before cooking
4. Beef – USDA Choice or better. Beef should be tender with a minimum of fat.

5. Pork – USDA #1 or better. Pork should be tender with a minimum of fat.
6. Ground Meats (beef, pork, poultry) shall not exceed 20% fat by weight.
7. Fish – All fish and seafood products shall be of comparable quality to USDA guidelines for beef and poultry
8. Eggs (or pasteurized eggs)– USDA Grade A or better
9. Milk and milk products (fluid or dry) – pasteurized and USDA Grade A
10. Salt - Iodized

Tested quantity recipes, adjusted to yield the number of servings needed, must be used to achieve consistent and desirable quality and quantity. Only actual recipe ingredients, as appropriate, should be used in the nutritional analysis. The VENDOR will maintain a recipe file at each production site and provide the CONTRACTEE with a copy of these recipes when requested.

The CONTRACTEE reserves the right to modify the above requirements should items meeting the specifications not be acceptable to participants of the program.

The CONTRACTEE reserves the right to inspect such foods to determine compliance with the specifications and to reject any food not meeting such specification. Preparation methods designed to conserve the nutritive value of food should be followed at all times. Specific attention should be given to short cooking periods and minimum use of water in preparation of vegetables. When delivered, the food should be appetizing, attractive in color and texture, not greasy, and lightly seasoned. Whenever possible the use of herbs and spices should be used to reduce the amount of sodium chloride in food preparation.

Menus

A. Cycle Menus

A four-week cycle of menus will be planned at least quarterly. One or more representatives of the VENDOR (including a Registered Dietitian) and the CONTRACTEE shall meet in a mutually agreeable location to review draft menus. Proposed menus and nutritional analysis showing the values indicated on Table: Nutrient Requirements and Values for Analysis for each meal shall be submitted to the CONTRACTEE at least two weeks prior to the quarterly menu review meeting. Final approval of all menus rests solely with the CONTRACTEE.

The VENDOR shall furnish one copy of the final approved menus, nutrient analysis and the serving utensil guide to the CONTRACTEE 20 days prior to the service of said menu. The VENDOR shall furnish necessary copies of quarterly menus, the serving utensil guides and posting menus to each site prior to the service of said menu. The weekly posting menus shall be in large print (no smaller than 14 pt.). Changes to the menu may be made only with prior approval of the CONTRACTEE. It will be the responsibility of the VENDOR to notify service sites of approved menu changes.

If the VENDOR provides meals from more than one production site, all production sites must use the same products and follow the same standardized recipes.

B. Meal Requirements

Each meal and all menus must be planned according to State **Unit on Aging** nutrition requirements and reflect participants' preferences. Religious, ethnic, cultural, or regional dietary requirements or preferences of a major portion of the group of participants at a congregate dining site shall be reflected in the planned menus. Birthday meals (or a special birthday dessert) shall be planned once a month. Holiday and/or special event meals shall be planned at the menu review meeting preceding the holiday or special event.

Food items within the meat, vegetable, fruit, and dessert groups shall be varied within the week

and not repeated on the same days of consecutive weeks. A variety of food attributes and combinations, including color, texture, size, shape, taste, and appearance shall be considered in menu planning.

All regular diet menus **that are daily prepared** are to meet the requirements in these bid specifications. **Frozen, non-perishable, picnic/special occasion, and deli meals do not have to meet the requirements at this time. The Nutrient Requirements closely follow a modified diet. Additional requirements for modified and therapeutic diet menus are specified separately.**

C. Nutrient Requirements and Values for Analysis (Nutrient Requirements supersede the Meal Pattern. In other words, if the Nutrient Requirements are met, that is sufficient. The Meal Pattern is meant as a guide to assure that all nutrient requirements are met but is simply that, a guide).

The table below presents the current minimum level of acceptable Dietary Reference Intakes (DRIs) which includes the Recommended Dietary Allowances (RDAs) nutrient values to use when planning and evaluating meals. Values are provided for serving one meal for one day's consumption for the average older adult population served by the Program. For serving two meals a day, the values in the compliance range must be doubled, for three meals per day, the values are tripled.

The nutrients selected and compliance ranges reflect the minimum requirements for compliance.

Nutrient Requirements and Values for Analysis

Nutrient	Required Value*	Conditions
Calories (Kcal)	>600	Preferred Range 625 -800
Protein (% of total calories)	>15%	Each day
Fat (% of total calories)	<35%	
Vitamin A (ug)	300 ug	Averaged over one week
Vitamin C (mg)	30 mg	
Vitamin B6 (mg)	0.57 mg	Averaged over one week
Vitamin B12 (ug)	0.79 ug	Averaged over one week
Calcium (mg)	400 mg	Averaged over one week
Magnesium (mg)	140 mg	Averaged over one week
Zinc (mg)	3.7 mg	Averaged over one week
Sodium (mg)	1200 mg or less	
Fiber (gm)	>8 gm	Averaged over one week

*** Required Value: This value represents one-third of the Dietary Reference Intakes .**

* To increase menu variety, **slight** increases in the 1/3 RDA minimums for **fat and sodium and calories** may occur, although this should happen rarely. In other words, the variance from the required values should be kept at a minimum. When variance is not kept at a minimum, the vendor should explain the reason for any large variance to its contractor, and consumers should be encouraged to make allowances by choosing smaller portions of fat and sodium and calories in their other daily meal choices.

NOTE: Fortified foods should be used to meet certain vitamin requirements. The major portion of Vitamin A should be from vegetable (carotenoid) sources.

NOTE: Certain frozen meal vendors may not be able to comply with the preferred range for calories.

In an effort to assist the regions in delivering frozen meals where it is most economical to do so, and meets with the approval of clients, the frozen meals may contain more calories than the preferred range.

MEAL PATTERN

The meal pattern below provides approximately 685 calories per meal. The number of servings for each food group is based on the USDA *Food Guide found in the Dietary Guidelines for Americans 2005, p. 10*. These profiles represent the quantities of nutrients and other components that one would expect to obtain on average from a serving of food in each group. The food group components are specified in Section E below.

Food Group	Lunch	Recommendations
Fruit	1-2 servings	
Vegetable	2-3 servings	At least 1 dark green leafy and 1 dark orange every week
Grain	2 servings	Whole grains are recommended.
Meat and Beans Group	2 ounces	
Milk	1 serving	Puddings and other foods made with milk should be considered for the proportionate amount of milk used in their preparation.
Dessert	If served, 1 serving	Should come from existing food groups such as fruit group, grain and milk groups
Accompaniments*	1-2 servings	See accompaniments under E. below
Beverages		Water, juice is acceptable

* Accompaniments include margarine, mayonnaise, condiments, sauces, and spreads as needed.

Food Group Components and Serving Sizes

The food group information provided list foods that fall into a particular group based on its general nutrient content. Although some foods are classified in more than 1 food group, a serving of a food can only be counted in one food group within the same meal. For example, dried beans may be counted as either a meat alternate serving or as a vegetable serving but not both in the same meal. Likewise, cottage cheese may be counted as either a meat alternate serving or a milk alternate serving but not both. The information below is based on the *USDA Food Guide in the Dietary Guidelines for Americans*, p. 10.

Fruit Group: ½ C. equivalent is:

- ½ C. fresh, frozen, or canned fruit
- 1 medium fruit such as apple, banana, orange or pear
- ¼ C. dried fruit
- ½ C. 100 % fruit juice

- Each serving shall contain one-half cup, drained measure.
- All fruits and full strength fruit juices are allowed.
- Fresh, frozen, or canned fruit will preferably be packed in juice, light syrup or without sugar.
- The use of fresh fruits and vegetables are encouraged.
- Fruit used as a dessert can be counted toward the 1-2 servings from the Fruit Group.

Vegetable Group: ½ cup equivalent is:

- ½ cup of cut-up raw or cooked of vegetable (including dried beans, peas and lentils).
- 1 cup raw leafy vegetable
- ½ cup vegetable juice
- Each serving shall contain one-half cup, drained measure.
- All vegetables and full strength vegetable juices are allowed.
- Vegetables as a primary ingredient in soups, stews, casseroles or other combination dishes should total ½ cup per serving.
- Rice, spaghetti, macaroni, and noodles are considered grains.
- Legumes cannot be counted in both the meat and vegetable group for the same meal.

Meat and Bean Group: 1 ounce equivalent is:

- 1 egg
- 1 ounce cooked lean meat, poultry, fish
- 1 ounce cheese (nutritionally equivalent measure of pasteurized processed cheese, cheese food, cheese spread, or other cheese product)
- ¼ cup cooked dried beans, peas or lentils
- 1. Tbsp. peanut butter or ½ ounce nuts or seeds

- Meat serving weight is the edible portion, not including skin, bone, or coating.
- Meats shall be baked, boiled and broiled, rather than fried.
- A one ounce serving or equivalent portion of meat, poultry, fish, may be served in combination with other high protein foods.

- Textured vegetable protein (TVP) products must meet the following conditions (a) all textured vegetable protein products must bear a label identifying the product as being acceptable to the United States Department of Agriculture; (b) textured vegetable protein products must be prepared only in combination with meat; (c) entrée items must contain no more than seven percent (7%) textured vegetable protein; and (d) entrée items using textured vegetable protein can be served a maximum of eight (8) times per month (or 40% of the time).

Grain Group: 1 ounce equivalent is:

- 1 slice of bread
- 1 cup dry cereal
- ½ cup cooked cereal
- ½ cup rice or pasta
- Grain alternates include:
 - 1 small 2 ounce muffin
 - 2" cube cornbread
 - 1 biscuit, 2.5" diameter
 - 1 waffle, 7" diameter
 - 1 slice French toast
 - 1/2 English muffin
 - 1 tortilla, 6" diameter
 - 2 pancakes, 4" diameter
 - 1/2 bagel
 - 1 small sandwich bun
 - 4-6 crackers
 - 1/2 large sandwich bun
 - 2 graham cracker squares
 - 1/2 cup bread dressing/stuffing
- A variety of enriched whole grain bread products, particularly those high in fiber, are recommended.

Milk Group: 1 cup equivalent is:

- 1 cup low fat or fat-free milk, buttermilk, low-fat chocolate milk, or lactose-free milk fortified with Vitamins A and D should be used. Powdered dry milk (1/3 cup) or evaporated milk (½ cup) may be served as part of a home-delivered meal.
- Milk alternates for the equivalent of one cup of milk include:
 - 1 cup yogurt
 - 1½ cups cottage cheese
 - 1 cup soy milk beverage (calcium enriched, vitamin fortified)
 - 8 ounces tofu (processed with calcium salt)
 - 1½ ounces low-fat or fat-free natural or 2 ounces low-fat or fat-free processed cheese
 - 1½ cups ice milk/ice cream (calories, fat and carbohydrates must fall within an acceptable range for the meal).

- When CONTRACTEE selects weekly delivery of shelf stable or blast frozen meals, quart and pint size containers of milk may be used.

Desserts: Desserts are not a Food Group.

- Desserts should come from existing food groups. All fruit and simple desserts, such as puddings, gelatin desserts, ice cream, yogurt, ice milk, and sherbet shall be served as a ½ cup portion.
- Healthier desserts are encouraged and include fruit, whole grains, low fat products, and/or limited sugar.
- Fresh, frozen, or canned fruits packed in their own juice are encouraged as a dessert item in addition to the serving of fruit provided as part of the meal. Fruit juice may not be used as the dessert item.
- Baked goods such as cakes, pies, cobblers, cookies, and similar foods are allowable as dessert items no more than twice per week. If these items are served, food analysis should show that the distribution of fat, calories and carbohydrates remain within an acceptable range for the meal.

Accompaniments

- If accompaniments are served, food analysis should show that the distribution of fat, calories and carbohydrates remain within an acceptable range for the meal.
- Each serving may be approximately one teaspoon of fortified margarine or butter, mayonnaise, salad dressing, or vegetable oil.
- Include traditional meal accompaniments as appropriate, eg, condiments, spreads, garnishes. Examples include: mustard and/or mayonnaise with a meat sandwich, cranberry sauce to accompany turkey items, tartar sauce with fish, salad dressing with tossed salad, margarine with bread or rolls. Limit use of high sodium products.
- Whenever feasible, provide reduced fat and sodium alternatives. Minimize use of fat and salt (sodium) in food preparation. Fats should be primarily from vegetable sources and in a liquid or soft (spreadable) form (polyunsaturated and monounsaturated fats) that are lower in hydrogenated fat (trans fatty acids), saturated fat, and cholesterol.

Beverages

- Fluid intake should be encouraged as dehydration is a common problem in older adults. It is a good practice to have drinking water available.
- Other beverages such as juices, may be served. Non-nutritive beverages do not help meet nutrition requirements but can help with hydration.

Resources to identify foods high in specific nutrients

Foods considered good sources of specific nutrients are available and can assist in selecting foods to meet nutrient requirements. In addition, the CONTRACTEE may provide a list of foods that may be substituted for like-value foods on the menu. However, the approval process of making such menu substitutions is outlined by the CONTRACTEE in this bid document.

The latest Dietary Guidelines (DGs) for Americans 2005, as well as the Dietary Reference Intakes can be found at the US Department of Agriculture, National Agriculture Library at www.nal.usda.gov. Search for Dietary Guidelines on the left of the page. Click on Food and Nutrition Information Center: Dietary Guidelines.

The USDA's National Nutrient Database for Standard Reference, Release 19 is available online <http://www.nal.usda.gov/fnic/foodcomp/Data/SR19/sr19.html> The database contains reports of selected food items and nutrients sorted by food description or in descending order by nutrient content in terms of common household measures. Additional resources are available from the National Policy and Resource Center on Nutrition and Aging, <http://www.fiu.edu>.

Substitutions, Shortages, and Replacements

All menu substitutions should be of equivalent nutritional value and such replacements must be approved by the CONTRACTEE in accordance with these bid specifications. The CONTRACTEE may provide the VENDOR with a list of approved food substitutions. Non-scheduled substitutions by the VENDOR shall be limited to four per year. In the event the VENDOR makes an additional substitution without prior approval, CONTRACTEE will not be responsible for payment for the unapproved substituted menu item. Likewise, any menu item omitted will not be honored by the CONTRACTEE; the cost of said items shall be deducted from the bill at a rate per item to be determined at the time the contract is awarded.

When all or part of a meal is short, the VENDOR shall provide reimbursement to the CONTRACTEE or CONTRACTEE'S representative, within one week, for any out of pocket expenses incurred for replacement items. If the VENDOR, to replace an ordered meal that was not delivered, must purchase a full meal, the VENDOR may bill the CONTRACTEE for each replacement meal up to the amount of the contracted cost. Whenever the VENDOR provides reimbursement for replacement meals, the CONTRACTEE shall report the replacement meals as ordered and delivered.

Equipment

All equipment and vehicles used in the preparation, transportation, service and delivery of food must meet the requirements of the DHEC and be approved by the appropriate county health department. Before entering into a contract the VENDOR must have an operating license for the facility and appropriate equipment must be NSF approved. The VENDOR shall perform maintenance on all equipment owned by the VENDOR to ensure they are in good working order.

Temperature Maintenance of Potentially Hazardous Foods

Potentially hazardous food requiring refrigeration after preparation shall be rapidly cooled to an internal temperature 45 degrees F or below. Potentially hazardous foods include: poultry, fish, shellfish, egg products, meat, meat products, milk, milk products, puddings, food high in protein, cream-filled goods, gravies, sauces, custards, potato and protein salads, potatoes, tofu, cooked beans, cooked winter squash, cooked rice and low-acid foods.

Potentially hazardous food shall be packaged at the production site and transported in enclosed vehicles in a manner that will maintain hot food at 135 degrees F or higher and cold food at 45 degrees F or lower throughout the delivery period and until delivery at the site. The VENDOR shall keep daily records of the temperature of foods (potentially hazardous foods) when packed and provide these upon request. Hot foods will be packed at 165 degrees F or above and cold foods at 45 degrees or below. The CONTRACTEE should work with the VENDOR to develop preparation and delivery systems and schedules to limit the hot holding time of foods to no more than three hours. This holding time begins at the time cooking is completed to delivery at distribution site. If necessary, vehicles must be equipped with adequate facilities, automatic in operation and thermostatically controlled, for maintaining food at safe temperatures.

In addition to the above requirements for transporting the food, the VENDOR shall provide equipment necessary for maintaining safe temperatures of food at the site until serving time or

packing for delivery to the client. Hot food must be maintained at 135 degrees F or higher and cold food at 45 degrees F or lower.

Equipment for Daily-Prepared and Picnic Meals

Daily-prepared food shall be delivered to nutrition sites in bulk. It shall be packaged so that there will be a minimum of spills in the carrier. The VENDOR shall take any necessary measures including, but not limited to, reducing fill level and covering pans with stretch plastic film, aluminum foil and metal lids, to prevent spillage. Carriers will be provided in a size and/or quantity to contain all food delivered to the sites. Special care shall be taken in packaging cold food to prevent melting ice from contacting food.

When an optional beverage is offered, a stainless steel coffee maker or thermoplastic tea urn shall be provided to each site, dependent upon the beverage choice of the CONTRACTEE. The number of meals served at the site shall determine the size of these items. Cleaning of the coffee maker and tea urn shall be the responsibility of the site personnel.

Equipment for Frozen Meals

Frozen meals must be stored at 0 degrees F. During transportation and delivery the meals must remain frozen solid to the touch. The VENDOR shall take any measure necessary to provide equipment and vehicles to ensure they remain in this state. The CONTRACTEE may ask for a meal replacement if the frozen meal is not frozen to touch upon delivery.

The fresh, canned or frozen food items, which are used to supplement a frozen entrée, must be handled appropriately.

Equipment needed at dining sites to properly handle and prepare these meals shall include chest freezers, convection ovens, and milk containers/refrigerated units. Maintenance of this equipment when provided by the VENDOR shall be the responsibility of the VENDOR, but daily cleaning of the equipment shall be the responsibility of the site personnel.

Equipment for Non-Perishable Meals

Non-perishable and Emergency Meal components shall be stored in a dry and temperature controlled location as other dry good are to be stored and where contents will remain intact without denting, crushing, etc.

Delivery

The VENDOR shall be flexible regarding the number of daily meals. For daily prepared meals, the CONTRACTEE and its authorized designees shall notify the VENDOR by 3 p.m. of each serving day the number of meals required for the next serving day. This will constitute a purchase order, which will cover the maximum billing for that order. Only those persons authorized by the CONTRACTEE have the authority to make a change in the number of daily meals. CONTRACTEE will provide a list of authorized persons at the time contract is executed.

The VENDOR shall follow an established delivery schedule for each of the sites to insure the service of meals at the given time.

Upon delivery of meals to each location, an authorized representative of the CONTRACTEE shall sign a receipt/voucher in multiple copies evidencing receipt of the correct food order, copies to be retained by the VENDOR and the CONTRACTEE. Such receipt/vouchers will list the number and types of meals ordered and received. Site staff are responsible for submitting receipts for each delivery, entering number of meals delivered and noting any discrepancies and rate general food quality.

Supplies

The VENDOR shall be responsible for providing the service supplies as specified by the CONTRACTEE. This may include disposables and other utensils. Dining sites may have available china, flatware, glasses, and other reuse items for meal service.

Table Setting (Single service)

Trays

- Congregate Meals – If the site has a commercial quality dishwasher, china, flatware, and glasses may be used or if the VENDOR will pick up and deliver each day's supply, a five-compartment reusable, molded, and non-breakable tray may be used. Otherwise, a five compartment, disposable, plastic or plastic-coated foam tray will be provided. The tray used shall consist of a compartment large enough to hold one (1) cup portion entrée without spillover and at least three other compartments that will hold ½ cup portion each without spillage into the other compartments.
- Home Delivered Meals – A heavy aluminum, coated paper, or plastic 3 compartment tray with crimp-on or plastic wrap sealed lid may be used. The large compartment must hold one (1) cup and each smaller compartment must hold ½ cup without spillover.
- Frozen meals will be supplied in ovenable/microwaveable trays with individually heat-sealed compartments with drop-in lids or an oven-stable plastic wrap. The VENDOR will attach to (or print on) the lid of each tray instructions in large print on heating the meal in a conventional and a microwave oven.

Cups

- Nine ounce plastic, Styrofoam or reusable, non-breakable cups for water or optional beverage for congregate meals may be used.
- Six ounce plastic or Styrofoam cups with snap-on lid are used for cold foods for home delivered meals in the appropriate size and quantity according to the menu items.
- Six ounce plastic or Styrofoam cups without lids are used for juice served as part of the congregate meal when juice is delivered in bulk.
- Twelve ounce cups with lids are used for soup for home delivered meals.
- Twelve ounce cups (or bowls) without lids are used for soup for congregate meal sites.

Other Items

- Straws – 7 ¾ inches, individually wrapped.
- Flatware – Bulk packages of non-brittle heavy-duty plastic fork, spoon, and serrated knife, with flatware sleeves for packaging these– or reusable stainless steel flatware.
- Napkins – High quality paper napkins, 13" X 17"
- Gloves – Disposable, polyethylene, large size with extra long cuff in quantity appropriate for each site.
- Condiments – Salt and pepper shakers or packets, and individual portions of ketchup, mustard, salad dressing, tartar sauce, etc. will be provided when necessary to complete the meal. Pepper vinegar shall be provided whenever greens are on the menu.
- Sandwich bags – In quantities needed to individually wrap bread, cake, cookies, etc. for the home delivered meals.
- Containers for iced cake will be provided.
- Large zip-lock bags – In quantities needed to package the weekly fresh supplements for home delivered frozen meals.
- As an alternate to items a, b, c, or e, individually packaged table settings containing any combination of said items may be used.

Management and Supportive Personnel

The VENDOR should have a working knowledge of the Older Americans Act Nutrition Program. The VENDOR shall be available to participate, upon invitation, in Nutrition Program activities that are held throughout the contract area. Supportive personnel including but not limited to a Registered Dietitian, shall be available to the CONTRACTEE and the sites served under the contract for menu planning, recipe modification, and technical assistance related to the food service operation. The name of the person at each food production center whose primary responsibility is the management of the food service for the **VENDOR** must be provided to the CONTRACTEE (Attachment C). The VENDOR shall designate an individual to serve as the primary liaison to the CONTRACTEE.

VENDOR management personnel shall be available to the CONTRACTEE, at least quarterly, to provide training in food service/portion control, proper care of equipment, safety, sanitation, and serving techniques to site managers. Nutrition sites shall be visited at least once per contract year by a designated representative of the VENDOR to determine the quality of service and acceptability of food by participants. Lines of communication shall be open between the VENDOR and the CONTRACTEE. The VENDOR shall agree to employ older workers, if possible.

A written report of all visits and training sessions conducted by the VENDOR shall be made to the CONTRACTEE within two weeks of completion.

Emergency Procedures

The VENDOR shall provide a copy of their emergency procedures for delivering food in the case of truck or equipment breakdown.

One day's supply of Non-perishable Meals must be kept on inventory at each production site in case of equipment breakdown or other unavoidable emergency. As used, it will be replaced by one of the alternate menus.

If the public schools are closed, or open late, the site will also be closed or open late. It is the responsibility of the manager for the CONTRACTEE and production center manager(s) to notify each other prior to 7 a.m. if hazardous weather conditions exist in either the contract area or the production center area. If the production center manager is notified prior to 7 a.m. of a site closing due to hazardous weather, the food already prepared will be promptly frozen or refrigerated, as appropriate, and the day's menu will be substituted for the following day's menu. If delivery truck(s) have departed from the production site(s) prior to a 7 a.m. cancellation of meals by the CONTRACTEE, the CONTRACTEE is not liable for payment for those cancelled meals. It is the responsibility of the CONTRACTEE and production center managers to provide each other with home telephone numbers for emergency use only. In the case of late opening, a change in serving time may be agreed upon between the VENDOR and the CONTRACTEE if weather conditions are expected to improve in time for delivery before 1 p.m.

Insurance

Minimum insurance coverage carried by the VENDOR shall not be less than the following:

Worker's Compensation	\$ 250,000 each person
Comprehensive (Including Products)	\$1,000,000 each occurrence; \$ 250,000 property damage; each occurrence

Automotive Liability	\$ 250,000 each person; \$1,000,000 each occurrence; \$ 250,000 property damage; each occurrence.
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The successful VENDOR must furnish within ten (10) days after written acceptance of bid a copy of the Liability Insurance Certificate. The award will not become effective until receipt of the required Insurance Certificate.

Reporting and Billing

The VENDOR shall supply all reports requested by the CONTRACTEE. The VENDOR will bill the CONTRACTEE on the last day of each month. The CONTRACTEE will pay such billings within thirty (30) days of invoice receipt. Both the CONTRACTEE and VENDOR are responsible for mutual agreement on numbers of meals ordered and delivered on a monthly basis for reporting/billing purposes.

Program Assurances

The VENDOR shall guarantee that the meals conform to the requirements of the contract. Each menu shall be prepared, approved and signed by a registered dietitian.

The VENDOR shall allow representatives of the Administration on Aging, the US Department of Agriculture and the State Unit on Aging and the CONTRACTEE to conduct on-site review of the VENDOR's Production Center(s) without prior notice.

The VENDOR shall meet as appropriate with the CONTRACTEE'S manager, site managers, and site committees to make adjustments in the meals service to meet religious, ethnic, cultural, or regional dietary requirements or preferences.

The VENDOR shall keep full and accurate sales and procurement records related to sales covered by the contract. All such records shall be kept on file for a minimum of three years after the end of the Federal fiscal year to which they pertain or any other period which the CONTRACTEE may from time to time designate. The VENDOR shall agree that authorized auditors and officials, upon request, shall have access to all such records for audit and review at a reasonable time and place, and that authorized officials shall have the right to conduct on-site reviews of the food service, transportation, and handling operations.

No equipment (except NSF approved, insulated containers for home delivered meals) will be furnished or maintained by the CONTRACTEE and thereby the VENDOR shall supply and maintain approved automotive vehicles, insulated containers and other appropriate equipment, utensils, cutlery, service ware, cups straws, napkins, accessories and condiments appropriated for the storage, preparation, delivery and serving of hot and cold foods and frozen meals abiding by all safety measures and sanitary practices in handling operations.

In the event that the VENDOR fails to deliver any meal or meals or other food to the designated sites as agreed upon, the CONTRACTEE may procure a meal or meals or other food elsewhere and charge the VENDOR the cost of such replacement meal, meals, and other food, plus any other expense incurred in procuring such replacement of meal, meals, or other food. Should the vendor fail to deliver scheduled meals for a consecutive three (3) day period or should any person eating meals prepared under this contract become ill as a result of food borne illness attributed to the negligence of the VENDOR, as determined by the DHEC, then such action shall be deemed non-performance of the contract and shall be justification for immediate cancellation of the contract.

The VENDOR shall not subcontract any portion of the contract to another food service company, without prior written approval by the CONTRACTEE.

The VENDOR shall be responsible for all fees, taxes, and licenses required to operate under this contract.

The VENDOR shall be flexible regarding number of meals to be provided at each site from day to day.

General Conditions

1. Civil Rights Act of 1964, title VI and VII

- There will be no discrimination against any employee or person served on account of race, color, sex, religious background, ancestry or national origin in the performance of this contract.
- The VENDOR shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served, and the regulations issued pursuant thereto (45 CFR, Part 80).
- The VENDOR shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 200e) in regard to employees or applicants for employment, and any regulations issued pursuant thereto.
- It is expressly understood that upon receipt of evidence of such discrimination, the CONTRACTEE shall have the right to terminate said contract.

2. Indemnification

The VENDOR shall act as an independent contractor and not as an employee or agent of the CONTRACTEE in operating the aforementioned services. VENDOR shall be liable, and agree to be liable for, and shall indemnify, defend, and hold the CONTRACTEE harmless, for all liability incurred claims, suits, judgments or damages arising from the operation of the aforementioned services during the course of the Agreement.

3. Termination

Subject to the provisions below, the CONTRACTEE may terminate the contract for any reason, providing a 30-day advance notice in writing is given to the VENDOR.

- Termination for Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the CONTRACTEE without the required thirty (30) days advance written notice, then the CONTRACTEE may negotiate reasonable termination costs, if applicable.
- Termination for Cause: Termination by the CONTRACTEE for cause, default or negligence on a part of the VENDOR shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived, and the default provision shall apply.
- In Case of Default: In case of default by the VENDOR, the CONTRACTEE reserves the right to purchase any or all items in default in the open market, charging the VENDOR with any additional costs. The defaulting VENDOR shall not be considered a responsible bidder until the assessed charge has been satisfied.
- The VENDOR may terminate the contract giving the CONTRACTEE no less the 120 days prior written notice of intention to terminate as of the date specified.

4. Contract Period:

The contract will run from July 1, ____, through June 30, ____, with the option being renewed on an annual basis, not to exceed three additional years. This contract will automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. If the VENDOR elects not to extend on the anniversary date, the VENDOR must notify the CONTRACTEE of its intention in writing 120 days prior to the anniversary date. At renewal time the CONTRACTEE may elect to add an optional service, which is stated in this contract, subject to negotiations and a written agreement between both parties.

Price changes may be negotiated to be effective on renewal date if extended. If the contract is extended beyond the initial contract year, price adjustments will equal the change in the United States Consumer Price index for all urban consumers (CPI-U) for food away from home for the previous twelve month contract period. In the event of a major change in the quantity of meals, the CONTRACTEE reserves the right to negotiate the price based on market conditions.

ATTACHMENT A: LOCATION OF VENDOR AND PRODUCTION FACILITY

NAME OF VENDOR:	
ADDRESS:	
PHONE:	
CONTACT:	

	LIST OF PRODUCTION FACILITIES	DATE OF MOST RECENT INSPECTION	GRADE
1.			
	Phone:		
	Manager:		
2.			
	Phone:		
	Manager:		
3.			
	Phone:		
	Manager:		
4.			
	Phone:		
	Manager:		

Copies of most recent sanitation inspection (an USDA/FDA certification, if applicable) for each production facility must be attached.

NOTE: If bidder is purchasing pre-plated blast frozen meals, the bidder must also supply evidence that such vendor complies with all the requirements contained herein and must provide the vendor's plant inspection number and USDA certification, if applicable.

ATTACHMENT B: PROJECT MENU PLAN FOR LUNCH/DINNER

WEEK # _____

Day					
Month, Date					
Meat or alternate 3 ounce					
Vegetables and Fruits 2 servings					
Bread or alternates 2 servings					
Milk or alternate 1 cup					
Dessert 1 serving					
Accompaniments (as needed)					
Beverage (optional)					
Notes:					

Prepared by _____ **VENDOR** _____ **Effective date** _____ to _____

I certify that these menus meet the nutrition requirements as specified in the Bid Specifications provided by the CONTRACTEE and the corresponding computer nutrient analysis indicates compliance with the *Table: Nutrient Requirements and Values for Analysis*.

VENDOR Dietitian/Nutritionist

ADA Registration Number

ATTACHMENT C: PROJECT MENU PLAN FOR BREAKFAST

WEEK # _____

Day					
Month, Date					
Meat or alternate 1 ounce					
Vegetables and Fruits 2 servings					
Bread or alternates 3 servings					
Milk or alternate 1 cup					
Accompaniments (as needed)					
Beverage (optional)					
Notes:					

Prepared by _____ VENDOR _____ Effective date _____ to _____

I certify that these menus meet the nutrition requirements as specified in the Bid Specifications provided by the CONTRACTEE and the corresponding computer nutrient analysis indicates compliance with the *Table: Nutrient Requirements and Values for Analysis*.

VENDOR Dietitian/Nutritionist

ADA Registration Number

EFFECTIVE DATE: OCTOBER 2006

MEAL BID SPECS

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ATTACHMENT D: SAMPLE VENDOR MENU REQUIREMENTS

Note to Vendors: Menu plans must be developed for the following menu types as checked:

- ☐ Regular main meal menus for July, August and September. (4 week cycle, 20 menus)
- ☐ Modified main meal menus for July, August, and September. (4 week cycle, 20 menus)
- ☐ Frozen regular and modified main meal menus for July, August, and September, if CONTRACTEE requests a bid for these frozen meals. (4 week cycle, 20 menus)
- ☐ A two-week set of non-perishable, shelf-stable meal menus. (10 menus)
- ☐ Non-perishable, emergency meals. (3 menus)
- ☐ Picnic meals, Special meals and Holiday meals. (2 menus for each type)
- ☐ Deli Meals for July, August, and September to include 2 meals for week-end days (18 menus total).
- ☐ Breakfast menus. (2 weeks or 10 menus)

SAMPLE CONTRACTEE MENUS

Note to Vendors: Sample menus (for those menu types checked) are provided for reference.

- ☐ Regular main meal menus.
- ☐ Modified main meal menus.
- ☐ Frozen regular and modified main meal menus.
- ☐ Non-perishable shelf-stable meal menus.
- ☐ Non-perishable emergency meals.
- ☐ Picnic menus, special meal menus and holiday meal menus.
- ☐ Deli meals menus.
- ☐ Breakfast menus

APPENDIX 500B: INSPECTION CHECKLIST FOR SENIOR CENTERS/NUTRITION SITES**Service Provider:** _____**Site:** _____**Inspector:** _____ **Date:** _____**PERSONNEL ISSUES**

- _____ 1. All serving personnel are clean, wear gloves, and are free of cuts and infections.
- _____ 2. All personnel eat, drink and smoke only in approved areas or break room.

FACILITY AND EQUIPMENT ISSUES

- _____ 3. Facility is handicap accessible.
- _____ 4. Floors and walls are clean, clear of clutter, and in good repair.
- _____ 5. Room is well ventilated and has a comfortable temperature.
- _____ 6. Lighting is adequate.
- _____ 7. Tables, counter-tops, and surfaces near food serving areas are clean, sanitized, and well maintained. Wiping Cloths, if not disposable, must be kept in sanitizing solution of one part bleach to ten parts water during the Day, washed and dried at night.
- _____ 8. Hand-washing facilities are equipped with hot (>110°) and cold water, soap and sanitary towels.
- _____ 9. Water source is safe: hot/cold/good pressure.
- _____ 10. Restroom facilities are clean, adequate, accessible, in good repair, and are well-stocked with supplies.
- _____ 11. Garbage is contained in covered receptacles, of adequate number, kept away from serving area, with the surrounding area clean and free of insects/rodents.
- _____ 12. Vermin such as flies, cockroaches, mice, etc., are controlled.
- _____ 13. Food and single-use supplies are stored in a safe manner, and cleaning supplies are stored in separate place, away from food and food serving supplies.
- _____ 14. Food carriers used to transport individually portioned meals to homes are insulated, clean, and can be sanitized.

FOOD SAFETY ISSUES

- _____ 15. Approved probe thermometer is available and accurate. Temperatures are measured and recorded.
- _____ 16. Temperatures of potentially hazardous foods are maintained at minimum temperature requirements; hot, 130 degrees, and cold 45 degrees.
- _____ 17. Food is portioned properly, using correct utensils and sanitary food handling techniques.
- _____ 18. An approved method of food service is used.
 - a) Sneeze guards on display cases, or
 - b) Tray preparation in a protected area and handed to clients as they pass through a service window or doorway, or given to a volunteer who takes the tray to the client at the table.
- _____ 19. Food is from approved sources.

COMMENTS, NEEDED CORRECTIONS, AND CORRECTION COMPLETION DUE DATE:

Aging PI-96-02 (Form Revised 03/18/96)

APPENDIX 500C: QUALITY ASSURANCE STANDARDS FOR AGING SERVICES

SCOPE OF WORK: ADULT DAY CARE

QUALITY ASSURANCE STANDARDS: ADULT DAY CARE

SCOPE OF WORK: CARE MANAGEMENT

SCOPE OF WORK: DISEASE PREVENTION AND HEALTH PROMOTION

QUALITY ASSURANCE STANDARDS: DISEASE PREVENTION AND HEALTH PROMOTION

SCOPE OF WORK: GROUP DINING PROGRAM

QUALITY ASSURANCE STANDARDS: GROUP DINING PROGRAM

SCOPE OF WORK: GROUP RESPITE SERVICES

QUALITY ASSURANCE STANDARDS: GROUP RESPITE SERVICES

SCOPE OF WORK: HOUSEKEEPING and CHORE

SCOPE OF WORK: HOMEMAKER WITH LIMITED PERSONAL CARE

SCOPE OF WORK: PERSONAL CARE WITH LIMITED MEDICAL ASSISTANCE

QUALITY ASSURANCE STANDARDS: IN-HOME CARE SERVICES

SCOPE OF WORK: HOME-DELIVERED MEALS PROGRAM

QUALITY ASSURANCE STANDARDS: HOME-DELIVERED MEALS PROGRAM

SCOPE OF WORK: IN-HOME RESPITE SERVICES

QUALITY ASSURANCE STANDARDS: LEGAL ASSISTANCE

SCOPE OF WORK: TRANSPORTATION SERVICES

QUALITY ASSURANCE STANDARDS: TRANSPORTATION SERVICES

SCOPE OF WORK: HOME LIVING SUPPORT

QUALITY ASSURANCE STANDARDS: HOME LIVING SUPPORT

PARTICIPANT RIGHTS

MODIFIED ASSESSMENT FOR COMMUNITY BASED SERVICES

SCOPE OF WORK: ADULT DAY CARE

NOTE: An *italicized* word in the body of the scope of work or standard indicates that applicable definitions can be found in the Definitions Section.

PURPOSE:

To provide a safe and socially appropriate environment in the community for older adults and persons with disabilities who need supervision and assistance for more than four hours but less than twenty-four hours per day in order to maximize functioning and prevent unnecessary or premature institutionalization.

ELIGIBLE POPULATION:

Older individuals and persons with disabilities who have a physical, emotional or mental impairment that limits their ability to perform activities of daily living and need less than twenty-four hour per day care

SERVICE ACTIVITIES:

The Contractor shall have the capacity for providing the following service activities:

1. Intake screening to determine the appropriateness of adult day care for the prospective participant.
2. Case management activities, including a pre-admission assessment, counseling with family, complete assessment and care plan, and ongoing case monitoring.
3. Provision of core services, including activities, nutrition, emergency care, information and referral, education and counseling.
4. Coordination of transportation for participants to and from the Adult Day Care Center.

CONTRACT STANDARDS:

The Contractor shall make available information that documents compliance with all standards and indicators noted as required in Standards for Adult Day Care.

SERVICE ELIGIBILITY:

The contractor shall have a written policy for prioritizing prospective participants. Preference for service shall be given to those in greatest social and economic need and to those who are at greatest risk of institutionalization.

DOCUMENTATION:

The Contractor shall comply with the following documentation requirements:

1. Meet all reporting requirements of the SUA and the AAA.
2. Provide documentation of service management activities including an individual client file with initial screening form, pre-admission assessment, enrollment agreement, comprehensive assessment, care plan, progress notes, re-assessments, and termination forms.
3. Provide service documentation including daily attendance records.
4. Keep on file menus, serving guides and vouchers for daily snacks and noon meal to ensure compliance with Child and Adult Care Food Program for USDA reimbursement.
5. Keep on file incident/Accident Reports and registered complaints with documentation of follow-up.
6. Keep on file reports of nutrition/health education activities.
7. Maintain a waiting list for service.

UNIT OF SERVICE:

One unit of service of adult day care is one hour of day care provided to one client.

NOTE: General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost.

QUALITY ASSURANCE STANDARDS: ADULT DAY CARE

DEFINITIONS:

Activity specialist - person who organizes and leads recreational activities.

Direct care staff- individuals responsible for the provision of care and supervision of participants.

Enrollment Agreement - should include the following: scheduled days of attendance, services of center, all charges, fees, and when payable, transportation arrangement (if applicable), emergency procedures, release from liability for field trips, photo s, etc., conditions for termination of services (or discharge), grievance procedure and participant bill of rights.

Program Administrator - person who is responsible for the day-to-day operation of the adult day care program.

Qualified Food Service Supervisor - person who is a graduate of dietetic technician or dietetic assistant training program, approved by the American Dietetic Association.

Therapists - (recreational, occupational, speech, physical, music, art, etc.) – persons who have the necessary education, experience and current credentials to legitimately use the title of therapist.

ALL STANDARDS AND INDICATORS ARE REQUIRED

PURPOSE:

To provide supervision, assistance and support in a safe and socially appropriate environment in the community for older adults and persons with disabilities while promoting personal independence, social, physical, and emotional well-being in order to maximize functioning in an attempt to prevent unnecessary or premature institutionalization.

HUMAN RESOURCE STANDARDS

Personnel covered by these standards include both volunteer and paid employees of all agencies providing adult day care services, either directly or through contract or purchase of service agreements, including both administrative and direct service staff.

STANDARD 1.1: Contractor personnel shall be appropriately qualified to provide the agency's continuum of services.

Indicators:

1. The Program Administrator shall have a bachelor's degree, or at least two years of college or technical school with at least an additional four years experience in the field of nursing, social service, psychology or in an area closely related to health and social development for the aging.
2. All staff, both paid and volunteer, responsible for family or participant counseling shall have a bachelor's degree and be licensed in the field of ~~in~~ social work or a related field.
3. All Therapists in facilities, both paid and volunteer, offering therapeutic services must possess valid state credentials and/or licenses for the profession.
4. All nursing staff working in the Day Care facility must possess a current South Carolina license.
5. All Activity Specialists working in the facility must have at least 2 years experience in recreation, occupational therapy or a related field.
6. All direct care staff must have at least one year of experience in providing health care or social services to the elderly and/or other persons with disabilities and be trained in the provision of adult day care services.
7. Contractors with participants in need of special or therapeutic diets shall employ or contract (either directly or through a caterer) with a dietician or qualified food service supervisor to provide appropriate consultations for such diets.

STANDARD 1.2: Staff providing adult day care services shall receive appropriate and adequate on-going training.**Indicators:**

1. All personnel, paid and volunteer, shall be provided with a job description and shall receive general job orientation immediately upon being hired that shall include but not be limited to the following:
 - Center Policies and Procedures
 - Center Goals and Purpose
 - Staff Roles and Responsibilities
 - Organizational Chart
 - Fire and Safety Techniques and Equipment
 - Participant Bill of Rights
 - Behavior Management Procedures
 - Confidentiality Procedures
 - Needs of the Elderly
 - Aging Process
 - Needs of Persons with Disabilities
 - Family Caregivers
 - Infection Control
2. Each employee, paid and volunteer, shall participate in a minimum of ten (10) hours of aging and disability specific in-service training annually.

STANDARD 1.3: The agency shall provide adequate supervision for direct care staff both paid and volunteer.**Indicators:**

1. Each adult day care site shall have a Program Administrator.
2. In the absence of the Program Administrator, a staff member with equal qualifications to the Program Administrator shall be designated to supervise the center.
3. All staff receive and understand the contractor's policy on confidentiality regarding service recipients.

STANDARD 1.4: Staff shall be adequate in number and skills to serve the number and functioning level of adult day care clients.**Indicators:**

1. The staff to participant ratio shall be at least one staff person to every eight participants at all times.
2. Volunteers may be included in the staff to participant ratio when they conform to the same standards and requirements as paid staff, meet the job qualifications and have designated responsibilities.
3. At least two (2) qualified, paid staff persons must be on duty at the center at all times when participants are present.

FACILITY STANDARDS

Facilities covered by these standards include all buildings and grounds used for adult day care services.

STANDARD 2.1: Adult day care facilities shall be appropriately licensed and comply with all applicable state and local building regulations, zoning, fire and health codes or ordinances.

Indicator:

1. The agency providing adult day care services has a current license.

STANDARD 2.2: The location of the adult day care center shall facilitate the involvement of potential clients.

Indicators:

1. In selecting new sites for adult day care centers, the agency considers the following factors:
 - Demographic information and projections
 - Local needs assessments and data
 - Feasibility studies
 - Financial considerations and funding sources
 - Community input
 - Accessibility of the greatest number of people
 - Proximity to other services and facilities
 - Convenience to public or private transportation
 - Safety and security of participants and staff
2. If participants are in need of services from geographic areas not having adequate transportation, the agency has a plan to help participants access the service.

STANDARD 2.3: The facility shall have sufficient space to accommodate the full range of program activities and services.

Indicators:

1. There shall be at least sixty (60) square feet of multi-purpose program space per participant. Ten (10) of these feet may be outside recreational area if that space is safe and secure.
2. The program space shall be flexible and adaptable to accommodate varied types and sizes (individual and group) activities and services. The privacy of participants receiving medical and consultation services shall be protected.
3. At least one private office is available to enable staff to work effectively and without interruption.
4. An identified space is available for caregivers, staff and participants where confidentiality of conversation can be maintained.

STANDARD 2.4: The facility's design and environment shall facilitate safety, comfort, mobility and independence.

Indicators:

1. A clearly identified, and lighted area with designated handicapped parking is provided for the arrival and departure of participants.
2. When feasible, the walkway to the main entrance is sheltered.
3. Visual cues, signs, clocks, color-coding, change in floor texture and other appropriate orientation methods are utilized.
4. Smoking shall not be allowed inside the facility.

5. Participants who smoke must do so in a designated place outside of the facility and be supervised at all times by a staff person.
6. A telephone is available for participant use.
7. The facility is free of architectural barriers that restrict use by older and/or disabled participants, visitors and personnel.

SERVICE RECIPIENT STANDARDS

STANDARD 3.1: The adult day care center shall define the target population(s) it is able to serve and have written policies regarding the composition of the participant population.

Indicator:

1. The center follows a written policy regarding clients considered appropriate and inappropriate for the service level provided by the adult day care center.

STANDARD 3.2: The center shall respect participants' rights regarding the provision of adult day care services.

Indicators:

1. Each participant and responsible family member or caregiver shall have at least one personal interview and orientation to the center and staff prior to receiving services.
2. The center shall obtain signatures on an enrollment agreement with the responsible party.
3. Participants and/or their responsible party shall be given a copy of the "Rights of Adult Day Care Participants" and a copy shall be placed in the participant's record.
4. All staff, both paid and volunteer, shall act in accordance with the "Rights of Adult Day Care Participants."

STANDARD 3.3: Measures shall be taken to assure the safety of participants who may wander.

Indicators:

1. Participants who are prone to wander will have some form of identification such as Very Special Persons Identification (VSPID) bracelet or MEDIC Alert bracelet on their person at all times.
2. A current photo of each participant shall be on file.
3. Measures such as alarm systems, secure outside areas and supervised exits are used to assure the safety of participants who may wander.
4. The center will have written procedures, on file, to follow in case a participant is missing.

SERVICE DELIVERY STANDARDS

STANDARD 4.1: Each center shall decide on the services to be provided and take necessary and appropriate measures to assure the quality of these services. A written assessment shall be completed on the client to collect sufficient information to develop each participant's plan of care.

Indicators:

1. Facility staff shall conduct an assessment of the client within 3 working days of enrollment, in order to collect sufficient information to develop each participant's plan of care.
2. A comprehensive plan of care shall be developed by facility staff that shall meet the needs of each participant within 15 days of enrollment into the ADC program. The plan of care shall be reviewed and signed off on by the client and/or their responsible party. The plan of care shall include but not be limited to the following core services:

- a. activities
 - b. nutrition
 - c. basic personal care
 - d. health status monitoring
 - e. emergency medical care if feasible
 - f. information and referral about or to other services
 - g. education regarding the client's health condition and needs
 - h. social needs
 - i. emotional and cognitive abilities .
3. Facility staff shall review the client's plan of care for appropriateness every 90 days, or sooner if necessary, to re-evaluate the needs of the client.
4. The participant's current status, progress and response to programs and services shall be documented on the plan of care or in a progress note.
5. Include family members, when feasible, in the care plan process.
6. Appropriate direct service staff shall participate in each individual's plan of care and carry out all assigned goals and objectives.
7. Any significant change in the client's status will require a review of their plan of care.

STANDARD 4.2: Program discharge shall be an on-going consideration for all clients.

Indicators:

1. Discharge plans will be developed by the staff that includes a description of the follow-up services and referrals to community agencies that need to be provided if the participant is discharged.
2. A Discharge Summary will be completed for all participants who leave the ADC program.

STANDARD 4.3: The adult day care agency shall provide on-going supervision of participant's status.

Indicators:

1. The adult day care staff shall monitor participants and document any significant changes in a participant's physical, emotional, or mental condition, and notify the participants responsible party and, if appropriate, the participant's physician, on the same day changes are observed.
2. There shall be an established system for daily communication to ensure timely transmittal of pertinent information to staff, participants and responsible parties and family members regarding participant status.

ADMINISTRATIVE STANDARDS

STANDARD 5.1: The contractor defines, systematically collects, and maintains in retrievable form the information needed to administer the service program and report results.

Indicator:

1. The contractor maintains a management information system **specified in the RFP issued by the AAA** to identify participants and document services and program activities and the outcomes.

STANDARD 5.2. The contractor shall establish and follow written procedures for compliance with the **contributions and cost sharing policies of the AAA.**

Indicators:

1. All **service recipients** are informed of the contractor's policies and procedures related to the collection and use of voluntary contributions or cost sharing income.
2. When the contractor policies include cost sharing, the policy must stipulate the basis on which fees are charged.
3. Cost sharing procedures must address conditions under which payments are waived.
4. The contractor shall assure that procedures for collection of voluntary contributions do not place undue pressure on participants.

STANDARD 5.3 The contractor shall establish and follow written procedures for guiding staff performance.**Indicators:**

1. Staff and service supervisors shall receive a written job descriptions identifying the specific duties of each position.
2. A written job performance evaluation based on the written job description, shall be developed and provided to staff and supervisors at least annually.
3. Any changes to an individual's job duties shall be in writing and a revised job description provided to the employee.

STANDARD 5.4: The contractor covers necessary expenses incurred by staff in the performance of their duties, according to procedures established in contractor policy.**Indicators:**

1. The contractor reimburses staff or volunteers for the cost of **required** travel in accordance with contractor policy.
2. The contractor shall have written procedures for staff to follow when out-of-pocket expenditures are necessary for program operations.
3. The contractor shall make timely reimbursements for purchases made according to those procedures.

COMMUNITY RELATION STANDARDS**STANDARD 6.1 The contractor shall involve the community in planning services to achieve interagency cooperation and coordinated programs.****Indicators:**

1. Services provided by the contractor shall be in addition to other services already available in the community.
2. The contractor shall use existing resources, whenever possible, in the delivery of services.

STANDARD 6.2 The contractor shall promote the use of its program in the community and engage in appropriate activities to market the service.**STANDARD 6.3 The contractor shall make maximum use of volunteers in the delivery of programs and services.****Indicators:**

1. The contractor has an active program to recruit and train program volunteers.
2. At least annually, the contractor solicits input from volunteers regarding their satisfaction with assignments, the work environment, and training opportunities and uses that information to improve its volunteer program.
3. The contractor **formally and publicly recognizes** the contribution of volunteers on an annual basis.

SCOPE OF WORK: CARE MANAGEMENT

NOTE: An *italicized* word in the body of the scope of work or standard indicates that applicable definitions can be found in the Definitions Section.

PURPOSE:

To ensure that clients receive appropriate services through a process of comprehensive, ongoing assessment and coordination of resources

ELIGIBLE PARTICIPANTS:

1. Persons age 60 or older who are at high risk of inappropriate institutionalization or loss of independence or loss of function (frail)
2. Persons age 60 or older who needs multiple in-home services to address their needs
3. Persons age 60 or older who have with highly complicated situations/needs/problems (vulnerable)

SERVICE ACTIVITIES:

The Contractor shall have the capacity for providing the following service activities:

1. Comprehensive face-to-face assessment of client needs
2. Development of care plans and periodic updates
3. Coordination of services received from multiple providers
- 4 Ongoing monitoring of client's condition, face-to-face reassessment and changes in services as warranted

CONTRACT STANDARDS:

The Contractor shall comply with all of the following:

1. The Contractor shall comply with and make available information which documents compliance with all standards and indicators noted as required in State Unit on Aging Generic Standards and Standards for Care Management.
2. The Contractor shall make available information that documents the degree of compliance with all enhancement standards and indicators found in the State Unit on Aging Generic Standards and Standards for Care Management.
3. The Contractor shall comply with Contribution and Cost-sharing policies in the State Unit on Aging.
4. Care Management staff shall receive appropriate initial and on-going training.
5. The Contractor shall provide appropriate supervision of all staff.
6. Each care manager shall have an appropriate case load.
7. The care manager shall maintain regular contact and coordination with any service provider identified in the client's plan of care.

SERVICE ELIGIBILITY:

The Contractor shall have a written policy for prioritizing prospective clients. Preference shall be given to:

- *Those* with little or no local family support
- *Those* at greatest risk of premature institutionalization
- *Those* in greatest economic need and/or living in rural areas

DOCUMENTATION:

The Contractor shall comply with the following documentation requirements:

1. Meet all reporting requirements of the State Unit on Aging and the Area Agency on Aging.
2. Provide documentation of service management activities including an individual client file containing pre-screening data, completed client assessment, client consent for release of information, plan of care, referral documents, on-going progress notes, re-assessments, and termination records when applicable.
3. Provide documentation of care management activities to support reimbursement requests.
4. Maintain written waiting list for service.

UNIT OF SERVICE:

A unit of service is one (1) staff hour, or portion thereof, devoted to an individual clients' needs. This unit is reported in the AIM client file as a client hour (or decimal thereof).

NOTE: General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost.

SCOPE OF WORK: DISEASE PREVENTION & HEALTH PROMOTION SERVICES

Wellness services purchased under this RFP shall comply with these requirements and all applicable Policies and Procedures of the State Unit on Aging.

PURPOSE:

To maintain personal independence and improve quality of life for older adults by:

1. Providing opportunities to maintain or improve health status;
2. Reducing risk factors associated with illness disability or disease;
3. Delaying the onset of age related diseases;
4. Preserving functional capacity;
5. Managing chronic diseases;
6. Increasing years of healthy life;
7. Minimizing periods of disability; and
8. Preventing premature institutionalization.

ELIGIBLE PARTICIPANTS:

1. Individuals age 60 years of age and older;
2. Primary caregivers of eligible older persons who seek nutritional counseling and education services;
3. Older individuals who have the greatest economic and social needs for services;
4. Older individual who are at increased risk of health impairment;
5. Older Individuals without access to other preventive and health maintenance services; and
6. Older individuals who live in rural areas.

SERVICE ACTIVITIES:

The Contractor may offer one or more of the following service activities, as appropriate, to meet the individual needs of the program participants:

1. **Routine Health Screenings** - Identification by health care professionals of a wide range of potential health risks, through testing, counseling, and referral;
2. **Nutrition Assessment, Counseling and Follow-up** - Identification of risk factors, individualized counseling, appropriate referral and follow-up;
3. **Health Promotion** - Structured information and education programs on health-related topics, providing evidence-based programs developed to facilitate behavioral change, usually offered in group sessions by persons trained in the selected topic;
4. **Physical Fitness Programs** - Provision or coordination of programs, preferably evidence-based programs, for group and/or individuals designed to increase cardiovascular fitness, bone density, muscle strength, flexibility, coordination, etc.;
5. **Home Injury Prevention and Control Services** - Programs designed to identify environmental risk factors in the home, to make referrals to address identified risks, and to assist older adults to avoid personal injury through evidence-based fall prevention programs;
6. **Counseling** - Services and appropriate follow-up offered by trained counselors, one-on-one, or in a group setting, to older persons who need help coping with physical, mental, and/or social problems associated with aging; and
7. **Medication Management** - Services designed to identify those at risk of over or under medicating with prescription medications, over the counter medications, and/or herbal remedies, and providing appropriate referral to a pharmacist or other health care professional for intervention.

CONTRACT STANDARDS:

The contractor shall maintain information that documents compliance with all standards for the Disease Prevention and Health Promotion program and provide to those to individuals monitoring service delivery.

DOCUMENTATION:

The contractor shall comply with the following documentation requirements:

1. Collect initial participant information required on the mini-assessment;
2. Maintain "Sign in" sheets to track units of service;
3. Document the progress of those participating in evidence-based DP/HP program against the outcomes expected by such evidence.
4. Prepare incident reports of any injury or other unusual event that occurs during delivery of services and document follow-up and keep these on file;
5. Keep on file at the contractor's office, documentation of the monthly planned DP/HP activities conducted at group dining centers, senior centers, or in other community locations as well as those provided to homebound clients.
6. Collect and protect contributions donated by participants or fees paid by private pay recipients. Record the amount collected each day and track it to deposit in the contractor bank account.

UNITS OF SERVICE:

Each activity given priority designation by the State Unit on Aging is defined under "Service Activities". The unit of service for each defined activity is as follows:

Routine Health Screening: A unit of service is defined as one (1) participant receiving one (1) test, one (1) counseling, and/or one (1) referral.

Nutrition Assessment, Counseling and Follow-Up: A unit of service is defined as one (1) staff hour (or portion thereof) with, or on behalf of, an individual participant. Partial units are reportable in 15 minute increments.

NOTE: Required group nutrition education sessions at group dining centers are not to be counted as units of this service.

Health Promotion: A unit of service is defined as one (1) participant at one (1) event. (One group session attended by 23 people is 23 units of service.)

Physical Fitness Programs: A unit of service is defined as one (1) participant at one (1) session of exercise that lasts a minimum of 30 minutes including time for warm up and cool down activities.

NOTE: The individual participant is encouraged to choose the length of time he or she will exercise during each 30 minute session based on heart rate or other stress indicator.

Home Injury Prevention and Control Services: A unit of service is defined as one (1) staff hour per individual in-home assessment, with appropriate follow up educational materials or referral for assistance to correct the potential injury hazard. Partial units are reportable in 15 minute increments.

Counseling: A unit of service is defined as one (1) staff hour per individual. Partial units are reportable in 15 minute increments.

Medication Management: A unit of service is one intervention or assessment, with appropriate follow up with educational materials or referral to a pharmacist or other health care professional.

NOTE: General administrative activities related to this service such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but elements of total unit cost proposed.

QUALITY ASSURANCE STANDARDS: DISEASE PREVENTION AND HEALTH PROMOTION

KEY TERMS USED:

Contractor: agency from whom the AAA purchases Disease Prevention and Health Promotion services for eligible individuals.

Disease Prevention and Health Promotion Director: contractor staff responsible for managing this program.

Program Marketing: effectively informing individuals, the public, and appropriate health care professionals of the availability of the program.

Evidence-based Programs: programs tested through the scientific method and proven to have positive impact on improving physical functioning, control of chronic diseases, prevention of injury, and management of medication. Some examples of evidence-based programs that are encouraged by the State Unit on Aging are Stanford University's Living Well Program, A Matter of Balance, The Arthritis Exercise Program, and the Arthritis Self Management Program.

HUMAN RESOURCE STANDARDS

Personnel covered by these standards include volunteers, paid employees and employees of sub-contracted providers.

STANDARD 1.1: The contractor assures that all Disease Prevention and Health Promotion (DP/HP) services shall be provided and supervised by personnel with the appropriate qualifications.

The offeror shall describe current or minimum staff qualifications for each position involved in the overall management and delivery of DP/HP services and shall address supervision of direct service delivery staff.

STANDARD 1.2: All staff certifies in writing that they understand and will comply with the contractor's policy on confidentiality regarding service recipients.

The offeror shall provide a copy of the confidentiality policy that is signed by Staff.

STANDARD 1.3: Each DP/HP service is provided in a facility with staff present during all hours of program operation.

The offeror shall discuss normal staffing of these facilities and plans for coverage when assigned staff is unavailable.

STANDARD 1.4: Volunteers receive written descriptions of their responsibilities, and are provided an orientation, and training appropriate for their specific tasks, and on-going formal and informal recognition of their service.

The offeror, in describing their plans to use volunteers in the delivery of the service proposed, shall address the element included in this standard.

STANDARD 1.5: The contractor assures that all personnel involved in the provision of DP/HP services shall receive initial and ongoing training, that includes administrative procedures, expertise in their assigned area (exercise, nutrition, or health screening, etc.) use of fire extinguishers, evacuation/emergency procedures and use of audio-visual devices.

The offeror shall describe the resources available for training staff and provide a table showing the proposed training by staff positions.

STANDARD 1.6: Both paid and volunteer DP/HP staff shall have guidance available on an on-going basis by persons with certificates or degrees in fields such as counseling, dietetics/nutrition, exercise/physical therapy, education, health, medical technology, nursing, or pharmacy.

The offeror shall address the technical assistance, formal and informal, that is available to staff.

STANDARD 1.8: All DP/HP staff involved in directing physical fitness activities have successfully completed a course in CPR within 12 months of assignment to this service and all subsequent refresher courses required by the certifying entities.

FACILITY STANDARDS

STANDARD 2.1: The space in any facility that is used for DP/HP services shall be conducive to the specific activity offered.

The offeror shall describe the existing or planned facilities from which services are delivered. The description shall address temperature control, ventilation, lighting, equipment and storage in the service delivery spaces.

STANDARD 2.2: The contractor assures that the DP/HP program facilities are in compliance with local occupancy and fire safety requirements, and have adequate security.

The offeror shall address how compliance will be achieved and facility secured.

STANDARD 2.3: For any facility not owned by the contractor there are written facility agreements governing the use and specifying the responsibility of each party.

The offeror shall identify the owner of each facility used in delivery of services.

STANDARD 2.4: All equipment is maintained and kept in working order. Maintenance records of exercise equipment are kept on file. Equipment purchased for DP/HP services with contract funds shall remain on the agency inventory.

The offeror shall discuss procedures that ensure that equipment is checked daily and routine maintenance is performed.

SERVICE RECIPIENTS STANDARDS

STANDARD 3.1: The contractor shall obtain informed consent from recipients who choose to participate in these DP/HP services: Routine Health Screenings, Counseling, Physical Fitness, and Home Injury Prevention.

The offeror shall provide a copy of the consent form to be used with program participants.

SERVICE DELIVERY STANDARDS

STANDARD 4.1: The contractor should provide evidence-based DP/HP exercises and education to encourage individuals with chronic health conditions, special needs or functional disabilities to participate in DP/HP programs.

The offeror shall identify the evidence-based programs that staff are trained to provide, or provide a plan to have staff trained in such programs.

STANDARD 4.2 The contractor shall assure that programs are executed in a safe manner and procedures are in place to respond to potential emergencies.

The offeror shall discuss the capacity to respond to participant emergencies.

STANDARD 4.3 All DP/HP services, whether evidence-based or not, shall consist of planned, progressive activities with measurable outcomes.

The offeror shall describe the progressive nature of the specific services offered and the methods used to measure progress in achieving personal goals.

ADMINISTRATIVE STANDARDS

STANDARD 5.1 The contractor maintains a management information system specified in the RFP issued by the AAA to identify participants

STANDARD 5:2 All service recipients are informed of the contractor's policies and procedures related to the collection and use of voluntary contributions.

The offer shall describe the procedures that will be used to inform recipients of this standard and provide a sample notice.

STANDARD 5.3 The contractor shall follow written procedures to determine the basis on which fees are charged for DP/HP services, if applicable, and conditions under which fees may be waived.

The offeror shall describe the plans for generating revenue through fees and procedures for collecting voluntary donations.

STANDARD 5.4: The contractor shall provide each staff and supervisor a written job description upon which their performance shall be evaluated at least annually.

The offeror shall provide a sample job description and a copy of the organization's policies for staff performance evaluations.

STANDARD 5.5: The contractor covers necessary expenses incurred by staff in the performance of their duties, according to procedures established in contractor policy.

The offeror shall provide a copy of the procedures to pre-approve expenditures and to provide timely reimbursements to staff.

COMMUNITY RELATION STANDARDS

STANDARD 6.1 Services provided under this contract shall be in addition to other services already available to older adults through the proposing organization and in the community.

The offeror shall describe the current use of existing resources in the delivery of services proposed.

STANDARD 6.2 The contractor shall promote the use of its program in the community and engage in appropriate activities to market the service.

The offeror shall describe marketing efforts that have been used or will be used to raise community awareness of the organization's programs and services supported in whole or in part through the AAA.

STANDARD 6.3 The contractor promotes the use of volunteers in the delivery of programs and service activities.

The offeror shall describe their formal and public activities to recognize the contribution of volunteers.

SCOPE OF WORK GROUP DINING PROGRAM

PURPOSE:

To maintain and/or improve the nutrition and health status and quality of life of older adults by:

1. Assuring participants receive at least one meal per day that meets the nutrition requirements in the Older American Act, and that group dining services are available for a minimum of five days per week;
2. Providing opportunities for socialization and preventing social isolation;
3. Offering monthly nutrition education programs; and
4. Planning and arranging for a variety of recreational, informational, social, cultural, artistic, and musical activities each month.

ELIGIBLE PARTICIPANTS:

1. Individuals age 60 or above;
2. a spouse of such individual, regardless of age;
3. disabled dependents of any age who reside with the participant and attend the center;
4. disabled residents of any age living in housing facilities occupied primarily by older adults **if** group dining services are provided **at** the housing facility; and
5. individuals of any age who volunteer at a group dining center a minimum of five hours per week.

SERVICE ACTIVITIES:

The contractor shall have the capacity to:

1. Collect initial participant information required in the state electronic client data system and update annually;
2. Prepare or purchase and serve meals that meet nutrition and safety requirements and are satisfying to participants;
3. Provide a broad variety of programs and planned activities that address the physical, emotional, and social aspects of older persons;
4. Assist participants in accessing available transportation in order to attend the group dining center, where feasible; and
5. Encourage volunteer participation and support from the community to help with the group dining program.

CONTRACT STANDARDS:

The contractor shall operate the service program in accordance with all standards for the group dining program.

SERVICE ELIGIBILITY:

The contractor assures that group dining services are provided to eligible individuals using uniform criteria specified by the AAA. Preference for service shall be given to those determined to be at high nutrition risk and those in greatest economic and social need. High nutrition risk means having a score of six (6) or more on the *DETERMINE Your Nutritional Health Checklist* screening tool developed by the Nutrition Screening Initiative.

DOCUMENTATION:

The contractor shall comply with the following documentation requirements:

1. Maintain any information that documents compliance with group dining standards and make the information available to contractor compliance monitors;

2. Enter all required data into the state-approved data collection system;
3. Provide documentation of initial participant registration and annual information updates, nutrition risk assessments, and termination forms when applicable;
4. Provide the following service documentation: (a) daily records of participant attendance; (b) daily records regarding number of complete meals ordered, received and served; (c) daily records of hot and cold food temperatures; (d) action on any shortages or temperature discrepancies, as applicable; (e) comments on the participant satisfaction with the meals served; and (f) daily program activity.
5. Keep incident reports and registered complaints with documentation of follow-up on file with both the program supervisor and AAA whenever any fall, injury, choking, illness or other unusual event occurs in or on the grounds of the group dining center.
6. Report the number participating in each daily planned nutrition education, social, informational, recreational, artistic or musical activity and time spent in each activity.
7. Collect and protect contributions donated by participants each day. Record the amount collected and track it to deposit in the agency's bank account.

UNIT OF SERVICE:

Meals: one meal served to an eligible participant. All necessary costs associated with delivery of group dining services that comply with the Standards are to be included in the unit cost of "one meal".

Nutrition Education: Presentations and programs reviewed by nutrition educators or a registered dietitian as well as program-wide distribution of printed information.

NOTE: General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost.

QUALITY ASSURANCE STANDARDS: GROUP DINING PROGRAM

DEFINITIONS:

Nutrition Education – Programs delivered at the dining site using appropriate printed information that was initially prepared, reviewed and approved by nutrition educators or a registered dietitian.

Nutrition Program Director - contractor staff responsible for managing the complete Group Dining program.

Nutrition Risk - a score of six (6) or more on the *DETERMINE Your Nutritional Health Checklist*, a screening tool developed by the Nutrition Screening Initiative.

Program Marketing – includes informing individuals, the public, and appropriate health care providers of the availability of the group dining program.

HUMAN RESOURCES STANDARDS

Personnel covered by these standards include both paid employees and volunteers, if volunteers are performing essential functions that would require additional paid staff if volunteers were not involved.

STANDARD 1.1: The contractor assures that all group dining services shall be delivered and supervised by personnel with appropriate qualifications.

The offeror shall describe the current or minimum staff qualifications for

each position involved in the overall management and delivery of proposed nutrition services.

STANDARD 1.2: All staff certifies in writing that they understand and will comply with the contractor's policy on confidentiality regarding service recipients.

The offeror shall provide a copy of their confidentiality policies signed by staff and address enforcement procedures.

STANDARD 1.3: Each group dining center has designated staff present at the center during all hours of program operation and a trained, designated back up person when the center staff is absent.

The offeror shall discuss the staffing plan for the dining centers and plans for coverage when assigned staff is unavailable.

STANDARD 1.4: Volunteers receive written descriptions of their responsibilities, are provided orientation, training appropriate for their specific tasks, and on-going formal and informal recognition of their service.

The offeror, in describing their plans to use volunteers in the delivery of the service, shall address the elements included in this standard.

STANDARD 1.5: The contractor assures that all personnel providing group dining services shall receive ongoing that includes administrative procedures, First Aid/CPR, portion control, food safety practices, use of fire extinguishers, and evacuation/emergency procedures.

The offeror shall describe the resources available for staff training and provide a table showing the proposed training for staff and volunteers.

STANDARD 1.6: The nutrition services supervisor shall visit each dining center no less than quarterly to observe program operations and solicit participant input.

The offeror shall describe their procedures for adequate oversight of program operations at outlying facilities.

STANDARD 1.7: There shall be a designated supervisor available during all hours the group dining centers are open.

FACILITY STANDARDS

Group dining program facilities covered by these standards, whether owned, leased or donated, include both contractor offices and group dining centers and, where applicable, food preparation facilities.

STANDARD 2.1: The facilities used for group dining services shall accommodate the needs of staff, supervisors and participants and include private space for conferring with individual participants.

The offeror shall describe the existing or planned facilities from which services will be delivered. The description shall address space for activities, dining, administrative and individualized client services.

STANDARD 2.2: The contractor assures that the group dining centers are in compliance with applicable local occupancy and fire safety requirements, and have adequate security for people and property.

The offeror shall address how compliance will be achieved and documented.

STANDARD 2.3: For any facility not owned by the contractor there are written facility agreements governing use and specifying the responsibilities of each party.

The offeror shall identify the owner of each facility used in delivery of services and provide a sample of the facility agreement when applicable.

STANDARD 2.4: Group dining with related program activities shall be available for four hours a day, five or more days per week or as specified in the RFP. Any changes in days and hours of operation shall require a contract amendment with the AAA.

SERVICE RECIPIENT STANDARDS

STANDARD 3.1: The contractor uses the nutrition risk assessment (DETERMINE Checklist) and considers high social or economic need to assure that those most in need receive group dining services.

The offeror shall describe their plan for performing initial mini-assessment and annual updates.

STANDARD 3.2: A service recipient's request for change in service, such as days of attendance or temporary transfer to the HDM service, shall be addressed within two weeks of the request.

The offeror shall describe the process that will be used for approval of changes to individual service delivery plans.

STANDARD 3.3: The contractor assures that the termination of an individual's group dining services shall be a carefully planned process.

The offeror shall describe the criteria used to terminate an individual's participation in the group dining program and the process used to effect that termination.

STANDARD 3.4: The contractor assures that participants who may be eligible for other benefits including, but not limited to, Food Stamps, Home Energy Assistance, Emergency Rental Assistance, or Homestead Tax Exemption are referred to the AAA for information and assistance related to those other benefits.

SERVICE DELIVERY STANDARDS

Services include planned and varied daily activities, monthly nutrition and wellness education and a meal that meets the nutritional requirements of the Older Americans Act.

STANDARD 4.1: THIS STANDARD APPLIES TO CONTRACTORS WHO PREPARE MEALS AS WELL AS MEAL VENDORS

The offeror or ensures that meals comply with the *Dietary Guidelines for Americans* and provide a minimum of one-third of the current *Recommended Dietary Allowances* (RDAs) and *Adequate Intakes* (AIs) as part of the *Dietary Reference Intakes* (DRIs) established by the Institute of Medicine. If a program serves an individual more than one meal per day, together the two meals will provide a minimum of 66 2/3 percent of the RDA/AI and together three meals will provide 100 percent of the RDA/AI. [OAA Sec. 339(2)(A)(i) & (ii)]

The offeror describes the role of nutritionist/dietitian in certification of these requirements for the AAA. This must include use of nutrition supplements when the need is determined by a registered dietitian or other health care professional.

STANDARD 4.2: THIS STANDARD APPLIES TO CONTRACTORS WHO PREPARE MEALS AS WELL AS MEAL VENDORS .

The contractor assures that all food service operations follow applicable DHEC procedures and requirements. [OAA Sec. 339(2)(F)]

The offeror shall include the most recent DHEC inspection report. If the offeror is not currently producing meals, provide information on required staff training.

STANDARD 4.3: The contractor assures that participants are served in accordance with their needs, such as frequency of service, meal service in time of serious illness, and information on obtaining assistive devices. Reasonable accommodations will be arranged when feasible and appropriate.

The offeror describes procedures staff will follow to assure that each recipient receives services according to their assessed needs. The offeror should address the process for making accommodations to meet participants' changing needs.

STANDARD 4.4: The contractor has appropriate procedures to handle: participant, facility, and service delivery emergencies.

The offeror provides a copy of the emergency procedures that will be used by staff and volunteers and address training they will receive on handling emergencies at the dining center.

STANDARD 4.5: The contractor assures that participants shall have the opportunity to take part in planning and arranging for a wide variety of recreational, informational, social, cultural, artistic, or musical activities for each day.

The offeror will describe the process used to involve participants in planning center activities.

STANDARD 4.6: When planning monthly activities, the same activity shall not be scheduled for the same day each week. Maximum participation in scheduled activities is the goal.

The offeror shall submit a sample calendar of planned activities for the group dining sites in the proposal.

STANDARD 4.7: The contractor assures that pre-planned nutrition and wellness program shall be provided at least monthly.

The offeror shall provide three samples of instructional materials to be used and identify resources that can be tapped to gather nutrition and wellness materials. The offeror shall assure that teaching methods and instructional materials are appropriate for the participant population e.g., large print handouts, appropriate reading level, non-verbal or culturally sensitive materials.

STANDARD 4.8: The contractor shall provide a non-coercive method that allows service recipients to make voluntary contributions for the services they receive each day and use such contributions to increase the number of services provided.

The offeror shall describe the method to be used for collecting and safeguarding contributions and assure that the method will, as much as possible, protect the privacy of each individual's contribution.

ADMINISTRATIVE STANDARDS

STANDARD 5.1 The contractor maintains a management information system specified in the RFP issued by the AAA to identify participants

STANDARD 5.2 All service recipients are informed of the contractor's policies and procedures related to the collection and use of voluntary contributions.

The offer shall describe the procedures that will be used to inform recipients of this standard and provide a sample notice.

STANDARD 5.3 The contractor shall follow written procedures to determine the basis on which fees are charged for services not supported with Older Americans Act funds and conditions under which fees may be waived.

STANDARD 5.4: The contractor shall provide each staff and supervisor a written job description upon which their performance shall be evaluated at least annually.

The offeror shall provide a sample job description and a copy of the organization's policies for staff performance evaluations.

STANDARD 5.5: The contractor covers necessary expenses incurred by staff in the performance of their duties, according to procedures established in contractor policy.

The offeror shall provide a copy of the procedures to pre-approve expenditures and to provide timely reimbursements to staff.

COMMUNITY RELATION STANDARDS

STANDARD 6.1 Services provided under this contract shall be in addition to other services already available to older adults through the organization and in the community.

The offeror shall describe the current use of existing resources in the delivery of services proposed.

STANDARD 6.2 The contractor shall promote the use of its program in the community and engage in appropriate activities to market the service.

The offeror shall describe marketing efforts that have been used or will be used to raise community awareness of the organization's programs and services supported in whole or in part through the AAA.

STANDARD 6.3 The contractor promotes the use of volunteers in the delivery of programs and service activities.

The offeror shall describe their formal and public activities to recognize the contribution of volunteers.

SCOPE OF WORK: GROUP RESPITE SERVICES

NOTE: An *italicized* word in the body of the scope of work or standard indicates that applicable definitions can be found in the Definitions Section.

PURPOSE:

The purpose of Group Respite Services is to provide short-term relief from caregiving responsibilities to persons caring at home for a functionally dependent adult, including those with cognitive impairments, and to provide opportunities for participants to engage in a program of socialization and activities in a safe and supportive setting to maximize their quality of life.

ELIGIBLE PARTICIPANTS:

Older individuals being cared for in a home setting who have a physical, emotional, or cognitive impairment that limits their ability to perform activities of daily living.

SERVICE ACTIVITIES:

The contractor shall have the capacity to provide the following service activities.

1. Intake, assessment and screening to determine the appropriateness of group respite for the prospective participant and caregiver.
2. Provision of a structured program of meaningful social and recreational activities in a secure and supportive setting in order to maximize the participant's cognitive and social activity.
3. Provision of respite from caregiving tasks for the caregiver while the participant spends time in appropriate group activities, in accordance with required hours and operating procedures.
4. Provision of access to supportive services for family caregivers such as information and referral, education and support groups.
5. Provision of on-going monitoring of condition of participant and caregiver.

CONTRACT STANDARDS:

The Contractor shall comply with all of the following:

The Contractor shall comply with and make available information which documents compliance with all standards and indicators noted as required in the Standards for Group Respite.

SERVICE ELIGIBILITY:

The Contractor shall have a written policy and standardized procedure for prioritizing clients requesting this service.

DOCUMENTATION:

The Contractor shall comply with the following documentation requirements:

1. Meet all reporting requirements of the *Grantor*.
2. Collect initial intake information on both the caregiver and the participant, including information on the participant's background, primary physician, family support, emergency contacts, hobbies, interests, medications, and special needs.
3. Provide monthly participation statistics, daily attendance records with client information system data entered monthly.
4. Provide quarterly program reports detailing scope, nature and extent of activities conducted.
5. Provide Incident Reports and Registered Complaints with follow-up documented.
6. Maintain written waiting list for service.

UNIT OF SERVICE:

One unit of service of group respite is one hour provided to one participant and family caregiver.

NOTE: General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost.

QUALITY ASSURANCE STANDARDS: GROUP RESPITE

DEFINITIONS:

Caregiver – someone who assists a dependent adult person and needs an occasional break from this responsibility

Care Receiver – an adult who is dependent on a caregiver

Employee – a person who is paid for working at the program

First Responder – the person designated to be responsible for taking charge in case of any emergency

Group Respite – a safe setting where caregivers can take care receivers in order to get a break

Participants – caregivers and care receivers who participate in a group respite program

Personal Care Services – direct hands-on care which enables a dependent person to function, such as bathing, toileting, personal hygiene, etc.

Program Administrator – the person responsible for the day-to-day operation of the program

Service Team – all employees and those volunteers who assist in providing program services on a regular basis

Volunteer – a person who assists the program without receiving remuneration

The following standards apply to all providers of group respite services, including both public and private agencies.

NOTE: An underlined word in the body of the scope of work or standard indicates that applicable definitions can be found in the Definitions Section.

ALL STANDARDS AND INDICATORS ARE REQUIRED.

The purpose of group respite services is to provide short-term relief (less than four hours) to caregivers by providing a safe setting for their care receivers.

1. HUMAN RESOURCE STANDARDS

Personnel covered by these standards include both paid employees and volunteers of all agencies providing group respite services, either directly or through contract or purchase of services agreements, including both administrative and direct service staff.

STANDARD 1.1: There is a program administrator who is responsible for the management of the service.

Indicators:

1. The contractor has an organizational chart that identifies responsibility for the management of the service.
2. The program administrator ensures that activities and services provided are appropriate for the service recipients.
3. The program administrator ensures that the program is in compliance with all applicable local, county, state, and federal laws and regulations and service standards.
4. All staff receive and understand the contractor's policy on confidentiality regarding service recipients.

STANDARD 1.2: The contractor has an adequate number of qualified service team members to provide the services.

Indicators:

1. The contractor takes adequate measures to check on the background and references of each service team member. A SLED check is recommended.
2. The service team member to care receiver ratio does not exceed one to six.

3. Stand-alone **contractors** have at least one service team member and another responsible person at the **location** at all times that care receivers are present.

STANDARD 1.3: Each service team member receives an appropriate orientation and adequate on-going training to meet the needs of program participants.

Indicators:

1. Each service team member has a general orientation that includes but is not limited to:
 - A. Program Mission and Purpose
 - B. Organizational Chart
 - C. Program Policies & Procedures
 - D. Staff Roles
 - E. Caregiver Needs
 - F. Care Receiver Needs
 - G. Fire and Safety Techniques
 - H. Universal Precautions and Infection Control
 - I. Participant Rights
 - J. Confidentiality
2. Each service team member has a signed statement on file that he/she will comply with the Participant Rights Statement. (See Appendix A at the end of this section.)
3. Each service team member has opportunities for on-going training related to skills needed for the job.

STANDARD 1.4: The **contractor takes appropriate and reasonable measures to prevent the spread of communicable disease.**

Indicators:

1. Each service team member **provides a** signed document **for their personnel file** stating that they do not have a health condition that puts others at a serious risk .
2. Each service team member has an annual skin test for tuberculosis.
3. Program policies address what measures will be taken if a service team member tests positive for tuberculosis or has evidence of other contagious disease.
4. All employees and volunteers who provide personal care services that put them at risk of exposure to disease, shall be afforded all protection required by the Occupational Safety and Health Administration (OSHA).
5. All employees and volunteers who perform personal care services shall be provided with training on infection control and universal precautions during orientation and annually thereafter.

STANDARD 1.5: The service team members ensure the safety of the program participants.

Indicators:

1. At least one responsible person is designated as the “first responder” at all times that care receivers are present.
2. The “first responder” has training in CPR, basic first aid, the Heimlich maneuver and Universal Precautions.
3. The program has written procedures to follow in case a participant is missing.

STANDARD 1.6: Knowledgeable volunteers are utilized by the program.**Indicators:**

1. Whenever volunteers function in the capacity of staff, all personnel policies, except financial remuneration, shall apply.
2. Volunteers receive appropriate orientation to the program and the necessary training to effectively carry out their responsibilities.

FACILITY STANDARDS**STANDARD 2.1: The contractor provides a setting that has sufficient space to accommodate the program participants, activities and services.****Indicators:**

1. Enclosed space is available for private conversation.
2. Accommodation is made for care receivers who do not wish to participate in group activities.
3. Contractors that provide personal care services have space available to protect the privacy of care receivers.

STANDARD 2.2: The program setting facilitates safety, comfort, mobility, and independence.**Indicators:**

1. The Contractor complies with all applicable local, county, state, and federal building regulations, zoning, fire and health codes or ordinances.
2. The program setting is handicapped accessible.
3. At least one restroom is handicapped accessible, or accommodations are made to ensure safety, sanitation, and privacy when impaired participants are toileting.
4. The program areas are well lighted.
5. The health and comfort of non-smokers are respected.
6. A clearly identified area is provided for the arrival and departure of participants.
7. The program has established arrangements for regular cleaning.
8. Furniture and flooring are appropriate and conducive to safety.
9. A telephone is accessible.
10. Arrangements are made for inclement weather. When feasible, this may include a sheltered entrance, the availability of large umbrellas.

SERVICE RECIPIENT STANDARDS

(Service recipient refers to both the caregiver and the care receiver. Each is differentiated when referring to only one category.)

STANDARD 3.1: The contractor defines the participants that the program is able to serve.**Indicators:**

1. The contractor has a written policy regarding eligibility and prioritization of the participants it can appropriately serve.
2. The contractor follows a written policy on any limits it may set regarding the participants it can serve. This includes the number of participants, and any age or ability criteria.

STANDARD 3.2: The contractor protects the rights of its participants.**Indicators:**

1. The program operates in compliance with the Americans with Disabilities Act as it applies to each organization.
2. The program operates in compliance with the Civil Rights Act of 1964.
3. All employees and volunteers act in accordance the Participant Rights Statement. (Appendix A.)

STANDARD 3.3: Contractors that serve persons who may wander take precautionary measures.

Indicators:

1. A current photo of each care receiver is on file at the program.
2. Each care receiver wears some form of identification.
3. Local police, nearby residents, and businesses are aware of the group respite program.
4. Care receivers who are known to wander will be registered by their caregiver in an identification and retrieval service such as South Carolina's Very Special Persons Identification program, the National Alzheimer's Association's Safe Return program or the MEDIC Alert bracelet program.
5. Measures, such as alarm systems, secure outside areas, and supervised exits are used.

SERVICE DELIVERY STANDARDS

STANDARD 4.1: The contractor specifies the services to be provided and takes necessary and appropriate measures to ensure the quality of these services. Required services are activities (group and individual) and information and referral. Optional services may include health status monitoring, transportation, nutrition, support groups, etc.

Indicators:

1. Initial intake information is obtained on both, the caregiver and care receiver. This includes information on the participants' background, primary physician, emergency contacts, hobbies, interests, needs, support groups, etc.
2. Participants are involved in the planning of services whenever possible.
3. A variety of appropriate adult recreation is offered, including socialization, exercise, and mentally stimulating activities.
4. A current activity calendar is posted.

STANDARD 4.2: The contractor is responsive to the changing needs of its participants.

Indicators:

1. Initial intake information is reviewed and updated by the service team members at least every six months or sooner if there is a significant change.
2. Service team members are observant of significant changes in a participant's behavior. Such changes are communicated to appropriate persons.
3. Participants are assisted in learning and using appropriate community services.

ADMINISTRATIVE STANDARDS

STANDARD 5.1 The contractor defines, systematically collects, and maintains in retrievable form the information needed to administer the service program and report results.

Indicator:

1. The contractor maintains a management information system specified in the RFP issued by the AAA to identify participants and document services and program activities and the outcomes.

STANDARD 5.2 The contractor shall establish and follow written procedures for compliance with the contributions and cost sharing policies of the AAA.

Indicators:

1. All service recipients are informed of the contractor's policies and procedures related to the collection and use of voluntary contributions or cost sharing income.
2. When the contractor policies include cost sharing, the policy must stipulate the basis on which fees are charged.
3. Cost sharing procedures must address conditions under which payments are waived.
4. The contractor shall assure that procedures for collection of voluntary contributions do not place undue pressure on participants.

STANDARD 5.3 The contractor shall establish and follow written procedures for guiding staff performance.

Indicators:

1. Staff and service supervisors shall receive a written job descriptions identifying the specific duties of each position.
2. A written job performance evaluation based on the written job description, shall be developed and provided to staff and supervisors at least annually.
3. Any changes to an individual's job duties shall be in writing and a revised job description provided to the employee.

STANDARD 5.4: The contractor covers necessary expenses incurred by staff in the performance of their duties, according to procedures established in contractor policy.

Indicators:

1. The contractor reimburses staff or volunteers for the cost of required travel in accordance with contractor policy.
2. The contractor shall have written procedures for staff to follow when out-of-pocket expenditures are necessary for program operations.
3. The contractor shall make timely reimbursements for purchases made according to those procedures.

COMMUNITY RELATION STANDARDS

STANDARD 6.1 The contractor shall involve the community in planning services to achieve interagency cooperation and coordinated programs for older adults.

Indicators:

1. Services provided by the contractor shall be in addition to other services already available in the community.

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2. The contractor shall use existing resources, whenever possible, in the delivery of services.

STANDARD 6.2 The contractor shall promote the use of its program in the community and engage in appropriate activities to market the service.

STANDARD 6.3 The contractor shall make maximum use of volunteers in the delivery of programs and services.

Indicators:

1. The contractor has an active program to recruit and train program volunteers.
2. At least annually, the contractor solicits input from volunteers regarding their satisfaction with assignments, the work environment, and training opportunities and uses that information to improve its volunteer program.
3. The contractor **formally and publicly recognizes** the contribution of volunteers on an annual basis.

SCOPE OF WORK: CHORE/HOUSEKEEPING

PURPOSE:

To provide assistance to individuals or families to overcome specific barriers and maintain, strengthen, and safeguard functioning in the home.

ELIGIBLE POPULATION:

Individuals 60 years of age and above who have a chronic illness, have limitations in two or more instrumental activities of daily living or have an acute episode of a chronic illness that affect their ability to maintain a safe and sanitary home environment without assistance.

SERVICE ACTIVITIES:

The contractor shall have the capacity to provide the following service activities to older individuals according to an individualized service plan (the service plan may be a check list of needs):

1. Using materials and equipment supplied by the older individual, perform general housekeeping tasks that include sweeping, vacuuming, mopping, scrubbing bathroom fixtures, dusting, changing bed linens, cleaning stoves and ovens, laundry, emptying trash and other tasks needed to maintain the older individual in a safe and sanitary environment.
2. Shopping for groceries and other essential needs.
3. Short term respite that provides supervision of the older individual supervision in the temporary absence of the primary caregiver.
4. Minor yard work to improve safety of the environment such as sweeping walkways or trimming shrubs to unblock windows or walkways.
5. Assistance with communication needs such as placing phone calls, writing letters, orientation to daily events.
6. Observing and documenting the older individual's condition and reporting changes to supervisor.
7. Annual in-the-home assessments of the older individual's condition documented by narrative notes in the individual file and appropriate entries in the client information system.

CONTRACT STANDARDS:

The Contractor shall make available information which documents compliance with all standards as required in the Standards for Home Care Services.

DOCUMENTATION:

The Contractor shall:

1. Meet all reporting requirements of the AAA.
2. Provide documentation of service management activities including an older individual's file that includes initial and annual assessment of the older individual's need, documentation of eligibility, plan of care, progress notes with supervisor's notes from on site visit, and paper or electronic termination forms when applicable.
3. Provide documentation, signed by the older individual or the *responsible party*, of in-home visit activities such as activities performed, time spent in direct service to the older individual, and notations on condition.
4. Provide documentation of missed or attempted visits.

5. Provide Incident Reports and Registered Complaints and follow-up.
6. Maintain a waiting list in *AIM* for service.

UNIT OF SERVICE

A unit of service is defined as one (1) hour of direct Housekeeping or Chores provided in the older individual's residence or neighborhood.

NOTE: General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost.

SCOPE OF WORK: HOMEMAKER WITH LIMITED PERSONAL CARE**PURPOSE:**

To provide assistance to older individuals and/or caregivers to overcome specific barriers to independent living in the home. The service is designed to prevent or delay institutionalization and improve the individual's or caregiver's quality of life.

ELIGIBLE POPULATION:

Individuals 60 years of age and older, who have a chronic illness, with limitations in two or more activities of daily living, or have an acute episode of a chronic illness that affects their ability to provide self care.

SERVICE ACTIVITIES:

The contractor shall have the capacity to provide the following service activities to older individuals according to an individualized service plan:

1. Provide personal care limited to activities such as dressing, shaving, hair care, and assisting with ambulation.
2. Short term respite or other support and encouragement to caregivers supporting an older individual with chronic illness or long term disability.
3. Teach or retrain the individual in practical methods of managing household and personal care tasks.
5. Provide assistance with financial tasks such as budgeting income, planning expenditures, paying bills and application for and effective use of food stamps or other nutritional supports.
6. Assistance with communication needs such as writing letters, reading news articles to provide orientation to daily events.
7. Provide assistance with meal planning, preparation and preservation that will assist the older individuals in following and understanding the benefits of prescribed diets.
8. Observing and documenting the older individual's condition and reporting changes to supervisor.
9. Annual in-the-home assessments of the older individual's condition documented by narrative notes in the individual's file and appropriate entries in the client information system.

CONTRACT STANDARDS:

The Contractor shall make available information which documents compliance with all standards and indicators as required in the Quality Assurance Standards for Home Care Services.

DOCUMENTATION:

The Contractor shall comply with the following documentation requirements:

1. Meet all reporting requirements of the AAA.
2. Provide documentation of service management activities including an individual client file with initial and annual assessment of the older individual need, documentation of eligibility, plan of care, progress notes including supervisor's notes from on-site visits, and paper or electronic termination forms, when applicable.
3. Provide documentation of in-home care provided on each visit, signed by then older individual or the responsible party, including time spent serving the older individual and notations on their condition.

4. Provide documentation of missed or attempted visits.
5. Provide Incident Reports and Registered Complaints and follow-up.
6. Maintain a waiting list in AIM for service.

UNIT OF SERVICE:

One unit of service is one (1) hour of direct Homemaker/Personal Care provided in the older individual's residence.

NOTE: General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost.

SCOPE OF WORK: PERSONAL CARE With LIMITED MEDICAL ASSISTANCE**PURPOSE:**

Under the direction of a health care professional, provide assistance to older individuals and/or caregivers in managing a medical treatment plan in the home designed to delay or prevent institutionalization and improve the individual's or caregiver's quality of life.

ELIGIBLE POPULATION:

Individuals 60 years of age and above who have a chronic or acute illness, with limitations in two or more activities of daily living, and require assistance with personal care needs and/or carrying out a prescribed medical treatment plan.

SERVICE ACTIVITIES:

The contractor shall have the capacity to provide the following service activities to older individuals and participate in a supervised medical treatment service plan:

1. Provide personal care such as bathing, changing incontinent older individuals, assisting with ambulation or prescribed exercises, etc.
2. Assist the older individual in following treatments prescribed by physician or therapist.
3. Monitor vital signs and report changes to health practitioner.
4. Teach or train the individual in prescribed exercises and self-help skills.
5. Unless the skills of a licensed nurse are required, change simple dressings and assist with enemas.
6. Assistance with communication needs such as speech exercises recommended by therapists, and providing orientation to daily events.
7. Provide assistance following and understanding the principles and benefits of adhering to prescribed diets.
8. Unless the skills of a licensed nurse are required, routine care of prosthetic and orthotic devices and routine catheter and colostomy care.
9. Observing and documenting the older individual's condition and reporting changes to supervisor.
10. Annual in-the-home assessments of the older individual's condition documented by narrative notes in the client file and appropriate entries in the client information system.

CONTRACT STANDARDS:

The Contractor shall make available information which documents compliance with all standards and indicators noted as required in the Standards for In Home Care Services.

DOCUMENTATION:

The Contractor shall comply with the following documentation requirements:

1. Meet all reporting requirements of the AAA.
2. Provide documentation of service management activities including an individual client file with initial and annual assessment of the older individual's need, documentation of eligibility, plan of care, progress notes including supervisor's notes from on-site visits, and paper or electronic termination forms when applicable.

3. Provide documentation of in-home care provided on each visit, signed by the older individual, time serving the older individual, and notations on the older individual condition.
4. Provide documentation of missed or attempted visits.
5. Provide Incident Reports and Registered Complaints and follow-up.
6. Maintain waiting list in *AIM* for service.

UNIT OF SERVICE:

One unit of service is one (1) hour of direct Personal Care with Limited Medical Assistance provided in the older individual's residence.

NOTE: General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost.

QUALITY ASSURANCE STANDARDS: IN HOME CARE SERVICES

DEFINITIONS:

Activities of daily living: Index of ADL is an ordered scale which rates the performance of several personal care activities deemed necessary to independent living: bathing, dressing, personal grooming and hygiene, toileting, transfer, continence, feeding and walking.

Administrative staff: includes agency directors and top-level management

Contractor: agency providing the direct service.

Facility: facilities covered by these standards include service contractor agency offices and facilities for used for staff training.

In-Home Care team: includes service manager/home care supervisor (may be one and the same) and In-Home Care worker

In-Home Care worker: paid employee who delivers the In-Home Care service to the older individual.

Incidents/accidents: falls, medication errors, abnormal behavior, unexpected or undesirable event.

In-home supervision: may include instruction and demonstration by the supervisor of appropriate care, as well as observation of the worker by the supervisor.

Instrumental activities of daily living: activities such as shopping or driving.

Personal care: hands-on care enabling a person to remain independent, such as bathing, dressing, and assistance with eating.

Reasonable length of time: within 24 hours, or sooner if possible.

Responsible party: the primary caregiver, guardian or other family member responsible for the older individual.

Professional training: registered nurse, occupational therapist, physical therapist, licensed practical nurse.

Service manager: the individual who completes the intake/assessment of the older individual and develops the service plan.

Service plan: an individualized written plan of care for the older individual and/ or caregiver that establishes what activities will be provided and the frequency of care.

HUMAN RESOURCES STANDARDS

Personnel covered by these standards include both paid administrative and direct service staff of the contractor providing in-home care services directly and employees under purchase of service agreements held by the contractor

STANDARD 1.1: In-home care services shall be provided by personnel with appropriate qualifications and licenses for the type of service delivered.

STANDARD 1.2: All in-home care workers are knowledgeable about the physical and emotional needs of the age group served; and are capable of communicating accurate observations of the individual's condition both verbally and in writing.

STANDARD 1.3: All homecare workers are certified by a health care professional to be free of communicable diseases.

STANDARD 1.4: All homecare workers employed by the contractor shall undergo a SLED check.

STANDARD 1.5: Under a consumer choice model of service delivery, service recipients, or their responsible party, who hire a worker of their choice are not required to request a SLED check on that worker.

STANDARD 1.6: All staff providing in-home care services shall receive comprehensive initial and ongoing training.

STANDARD 1.7: Once in-home care workers have successfully completed initial required training they shall receive appropriate in-service training each year equivalent to 20% of the hours of the initial course of training provided.

STANDARD 1.8: Under a consumer choice model of service delivery, a contractor may offer service recipients training opportunities for their chosen workers but there is no obligation for the service recipient to accept the offered training

STANDARD 1.9: The contractor shall provide supervision for all personnel. Supervisors of staff providing “Personal Care with Limited Medical Assistance” services shall be persons with professional training in health care.

STANDARD 1.10: Supervision under a consumer choice model of service delivery is the responsibility of the service recipient; however, the contractor shall offer advice to any service recipient who requests assistance in managing their services.

STANDARD 1.11: All staff receives and understands the contractor’s policy on confidentiality regarding service recipients.

FACILITY STANDARDS

In-home care facilities covered by these standards include the administrative offices of the agencies providing the direct services, the supervisory support, and the service management support and facilities used for staff training.

STANDARD 2.1: The facility of the contractor providing in-home care services shall accommodate the office needs of its in-home care workers and its clientele.

SERVICE RECIPIENT STANDARDS

In-home care recipients covered by these standards include the older individual or the older individual's representative and the older individual's family or live-in companions.

STANDARD 3.1: The agency shall respect the older individuals' rights regarding the provision of in-home care services.

STANDARD 3.2: The contractor shall follow eligibility guidelines and a priority system established by the AAA in the RFP to assure that clients most in need receive contracted services.

STANDARD 3.3: Under a consumer choice model of service delivery, the contractor is responsible for the assessment of the older individual's needs and, with the older individual, development of a plan of care that authorizes the in-home care services that may be charged to the contractor.

SERVICE DELIVERY STANDARDS

STANDARD 4.1: Client assessment shall be performed promptly and thoroughly for all applicants for service.

STANDARD 4.2: A uniform client assessment is used to determine the physical and emotional needs of the individual that can be met through the individual's family, a caregiver, or contracted services and those needs that require referral to another agency.

STANDARD 4.3: Comprehensive and timely service plans that include long and short range goals and measurable objectives for the individual shall be developed with the individual and/or the individual's family. Such plan shall specify activities to be performed by the family or caregiver and identify other agency and community resources available.

STANDARD 4.4 The contractor shall retain a file for each individual served that includes: the initial intake information; name and phone numbers for primary physician and emergency contacts; the agreement between the contractor and the individual; and the last three re-assessments of the individual's needs .

STANDARD 4.5: The in-home care supervisor shall be responsible for the day-to-day implementation of the service plan and shall maintain contact with the individual and/or the family or caregiver.

STANDARD 4.6: The contractor has clearly defined criteria to determine when to terminate in-home care services as approved by AAA.

ADMINISTRATIVE STANDARDS

- STANDARD 5.1** The contractor maintains a management information system specified in the RFP issued by the AAA to identify participants
- STANDARD 5.2** All service recipients are informed of the contractor's policies and procedures related to the collection and use of voluntary contributions.
- STANDARD 5.3** The contractor shall follow written procedures to determine the basis on which fees are charged for services and conditions under which fees may be waived.
- STANDARD 5.4:** The contractor shall provide each staff and supervisor a written job description upon which their performance shall be evaluated at least annually.
- STANDARD 5.5:** The contractor covers necessary expenses incurred by staff in the performance of their duties, according to procedures established in contractor policy.

COMMUNITY RELATION STANDARDS

- STANDARD 6.1** Services provided under this contract shall be in addition to other services already available to older adults through the proposing organization and in the community.
- STANDARD 6.2** The contractor shall promote the use of its program in the community and engage in appropriate activities to market the service.
- STANDARD 6.3** The contractor promotes the use of volunteers in the delivery of programs and service activities.

SCOPE OF WORK: HOME DELIVERED MEALS PROGRAM

The AAA shall ensure that nutrition services contracted with the OAA, SSBG, and State funds, as well as any other meals reported as eligible for additional federal support, comply with these requirements and standards.

PURPOSE:

To maintain and/or improve the nutrition and health status and quality of life of older adults by:

1. Providing service recipients at least one meal, no less than five days per week. Each meal must meet the nutrition requirements in the Older Americans Act.
2. Providing frequent contact with others and reducing social isolation;
3. Offering appropriate nutrition information at least monthly.

ELIGIBLE POPULATION:

Older individuals in need of nutritional support because they are homebound and unable to purchase, prepare, or otherwise obtain/prepare their own meals due to a physical or mental impairment or who, for some other reason, do not have access to nutrition services at a group dining center. If it is the best interest of the older individual, the spouse, regardless of age, may also be served.

SERVICE ACTIVITIES:

The contractor shall have the capacity to provide:

1. Collect initial service recipient information required in the state electronic client data system and verify at least annually.
2. Service management, including annual face-to-face service recipient assessment using criteria in the state electronic client data system, a written meal service plan based on that assessment, outcomes noted at least semi-annually, and daily documentation of services delivered.
3. Based on the individual's meal service plan, prepare or purchase and deliver meals that are satisfying to service recipients and meet nutrition and food safety requirements.
4. Provide referral to other agencies/organizations when service recipient's nutrition needs cannot be met by the contractor.
5. Actively solicit volunteer participation and financial support from the community to help meet the demand for HDM services.
6. Establish and regularly update meal delivery routes to ensure that meals are delivered within time frames required to preserve food safety and palatability.
7. Collect and protect contributions donated by participants each day. Record the amount collected and track it to deposit in the agency's bank account.

CONTRACT STANDARDS:

The contractor shall maintain information that documents compliance with all standards for the home-delivered meal program and provide those to individuals monitoring service delivery.

DETERMINATION OF ELIGIBILITY:

The contractor assures that HDM services are provided to eligible individuals who are at high nutritional risk and have the greatest economic, social and/or health need.

1. Those eligible for HDM services are: (a) homebound individuals age 60 or over; (b) spouses of eligible service recipients, regardless of age; and (c) disabled dependents of any age residing with a homebound older recipient if serving that dependent is in the best interest of the older person.
2. Written policies and procedures are followed for determining priority for this service. Criteria shall target individuals with the greatest need who are (a) at high nutritional risk, (have a score of 6 or more on the *DETERMINE Checklist* tool developed by the Nutrition Screening Initiative); (b) unable to prepare meals without assistance; (c) unable to shop for food without assistance; (d) unable to eat without assistance; and/or (e) lacking adequate support from relatives or other caregivers.

DOCUMENTATION:

The contractor shall comply with the following documentation requirements:

1. Meet all reporting requirements of the AAA.
2. Enter all data into the state-approved data collection system.
3. Provide the following recipient documentation:
 - initial assessment, annual reassessment and annual the nutrition risk assessment;
 - individual's meal service plan with appropriate progress notes; and
 - termination forms when applicable.
4. Provide the following service documentation daily:
 - (a) meals delivered to each service recipient;
 - (b) number of meals ordered, received and served;
 - (c) hot and cold food temperatures;
 - (d) action on any shortages or temperature discrepancies; and
 - (e) comments on recipient satisfaction with the meal served.
5. Keep on file incident/accident reports and substantive complaints with follow-up.
6. Keep on file at the contractor's office, documentation of the monthly planned nutrition/health education materials distributed to homebound recipients.
7. There shall be uniform recipes used for all food production facilities.
8. The registered dietician shall use the uniform recipes to calculate the nutrient content of meals when certifying that menus comply with nutrition requirements specified by the OAA.
9. Maintain a prioritized waiting list for HDM services and provide to those individuals information on the availability of other meal and food resources.

UNIT OF SERVICE:

Meals: one meal delivered to the service recipient's home. All necessary and allowable costs associated with delivery of the service contracted are to be included in the unit cost.

Nutrition Education: Program-wide distribution of printed information that was reviewed and approved by nutrition educators or a registered dietitian.

NOTE: General administrative activities related to this service such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost proposed.

QUALITY ASSURANCE STANDARDS: HOME-DELIVERED MEALS

KEY TERMS USED:

Contractor: agency from whom the AAA purchases meals for delivery to homebound individuals.

Homebound: unable to leave the home without assistance due to physical or mental limitations or lack of access to a group dining center.

Meal service plan: a written plan developed based on the service recipient assessment and the nutrition risk assessment. The plan covers the type of meals to be served (hot, frozen, shelf stable, etc) any dietary restrictions, number of meals per week and delivery schedule, need for meals in emergency situations, ability to attend special group dining events, the service recipient's capabilities, and the available support system.

Nutrition Education: Program-wide distribution of appropriate printed information that was reviewed and approved by nutrition educators or a registered dietitian.

Nutrition Program Director: contractor staff responsible for managing the HDM program.

Nutrition risk: a score of 6 or more on the *DETERMINE Your Nutritional Health Checklist*, a screening tool developed by the Nutrition Screening Initiative.

Program Marketing: - Includes informing individuals, the public, and appropriate health care of the availability of the program.

HUMAN RESOURCES STANDARDS

Personnel covered by these standards include both paid employees and volunteers, if volunteers are performing essential functions required of the contractor providing home delivered meal services.

STANDARD 1.1: The contractor assures that all home delivered meals shall be supervised and delivered by personnel with the appropriate qualifications.

The offeror shall describe current or minimum staff qualifications for each position involved in the overall management and delivery of proposed nutrition services.

STANDARD 1.2: All staff certifies written compliance with contractor's policy on confidentiality regarding service recipients.

The offeror shall provide a copy of the confidentiality policy that is signed by staff.

STANDARD 1.3 Each home delivered meal packaging /delivery center has designated staff present during all hours of program operation.

The offeror shall discuss normal staffing of these centers and plans for coverage when assigned staff is unavailable.

STANDARD 1.4: Volunteers receive written descriptions of their responsibilities, and are provided an orientation, and training appropriate for their specific tasks, and on-going formal and informal recognition of their service.

The offeror, in describing their plans to use volunteers in the delivery of the service proposed, shall address the elements included in this standard.

STANDARD 1.5: The contractor assures that all personnel involved in the provision of home delivered meal services shall receive initial and ongoing training, that includes administrative procedures, portion control, safe food handling, use of fire extinguishers and evacuation / emergency procedures.

The offeror shall describe the resources available for training staff and provide a table showing the proposed training by staff position.

STANDARD 1.6: Both paid and volunteer meal delivery staff are instructed in procedures for reporting: (a) special request of service recipients; (b) meals uneaten; (c) observations of the physical and mental conditions of the service recipient; and (d) the physical and social environment in the home.

The offeror shall include these elements under administrative procedures training.

STANDARD 1.7: The contractor shall provide a designated supervisor in-office or on-call for consultation during any hours that personnel are engaged in service delivery activities.

FACILITY STANDARDS

STANDARD 2.1: The facilities used for home delivered meal services accommodate the operational needs of home delivered meal staff and supervisors.

The offeror shall describe the existing or planned facilities from which services will be delivered. The description shall address both administrative space and service delivery space.

STANDARD 2.2: The contractor assures that the home delivered meal program facilities are in compliance with applicable DHEC requirements, local occupancy and fire safety requirements, and have adequate security.

The offeror shall address how compliance will be achieved and facility secured.

STANDARD 2.3: For any facility not owned by the contractor there are written facility agreements governing the use and specifying the responsibilities of each party.

The offeror shall identify the owner of each facility used in delivery of services

STANDARD 2.4: The contractor ensures that HDM services are available for five or more days per week or as specified by the AAA in the RFP

The offeror shall provide plans for delivery of meals, specifying types of meals delivered, number of stops per route, number of meals per stop, volunteer or paid deliverers, etc.

SERVICE RECIPIENT STANDARDS

STANDARD 3.1: The contractor assures that HDM services are provided to eligible individuals who are at nutrition risk and have the greatest economic, social and/or health need.

STANDARD 3.2: The contractor assures that service recipient assessments are performed promptly and thoroughly.

The offeror shall describe plan for performing assessments and reassessments

STANDARD 3.3: Service recipient requests for change in service, such as a different number of delivery days or transfer to the group dining program shall be addressed within two weeks of the request.

The offeror shall describe the process that will be used for approval of changes to individual service delivery plans

STANDARD 3.4: The contractor assures that service recipients who may be eligible for other benefits including, but not limited to, Food Stamps, Home Energy Assistance, or Medicaid are referred to the AAA for information and assistance related to those other benefits.

STANDARD 3.5: The contractor assures that the termination of HDM services shall be a carefully planned process.

The offeror shall describe the clearly defined criteria to terminate an individual's participation in the HDM program and the process to be used to effect that termination.

SERVICE DELIVERY STANDARDS

Services include the preparation and delivery of meals and the provision of *nutrition and health information*.

STANDARD 4.1: THIS STANDARD APPLIES TO CONTRACTORS WHO PREPARE MEALS AS WELL AS MEAL VENDORS

The offeror or ensures that meals comply with the *Dietary Guidelines for Americans* and provide a minimum of one-third of the current *Recommended Dietary Allowances* (RDAs) and *Adequate Intakes* (AIs) as part of the *Dietary Reference Intakes* (DRIs) established by the Institute of Medicine. If a program serves an individual more than one meal per day, together the two meals will provide a minimum of 66 2/3 percent of the RDA/AI and together three meals will provide 100 percent of the RDA/AI. [OAA Sec. 339(2)(A)(i) & (ii)]

The offeror describes the role of nutritionist/dietitian in certification of these requirements for the AAA. This must include use of nutrition supplements when the need is determined by a registered dietitian or other health care professional.

STANDARD 4.2: THIS STANDARD APPLIES TO CONTRACTORS WHO PREPARE MEALS AS WELL AS MEAL VENDORS .

The contractor assures that all food service operations follow applicable DHEC procedures and requirements. [OAA Sec. 339(2)(F)]

The offeror shall include the most recent DHEC inspection report. If the offeror is not currently producing meals, provide information on required staff training.

THE FOLLOWING STANDARDS APPLY TO ALL HDM CONTRACTORS**STANDARD 4.3: The contractor assures that all applicable safety procedures for serving meals are consistently followed including:**

- Use proper hand washing procedures and put on gloves immediately before handling food items.
- Record the temperature of hot and cold food items.
- Clean and sanitized all carriers and assure they maintain a tight seal.
- Develop delivery routes that require no more than one hour from the time the meals leave the serving center until the last meal is delivered.

STANDARD 4.4: The contractor assures that service recipients are served meals in accordance with their meal service plan.

The offeror describes procedures staff will followed to assure that each meal recipient receives services according to their individual meal plan.

STANDARD 4.5: When a supply of frozen or shelf stable meals are delivered, a printed menu is provided to assist the service recipient in choosing the appropriate items and/or supplements to meet nutrition requirements.

STANDARD 4.6: Frozen or shelf stable meals are only delivered to the service recipient if storage, cooling and heating equipment are available in the home and are able to prepare and consume the meal alone or assistance available.

The offeror describes how this will be addressed if the recipient in need does not currently have appropriate equipment or assistance.

STANDARD 4.7: The contractor has appropriate and adequate procedures to handle participant, volunteer or service emergencies.

The offeror provides a copy of the emergency procedures that will be used by staff and volunteers. Include training to be provided on handling emergencies.

STANDARD 4.8: The contractor assures that service recipients whose service plan identifies a need for special assistance during declared emergencies, issued by the National Weather Service, the Governor, or any emergency announced on the Emergency Broadcast Network are identified, and the plan developed to meet those needs is implemented.

STANDARD 4.9: The contractor assures that pre-planned nutrition and health information handouts are provided to service recipients at least monthly

The offeror shall provide three samples of instructional materials to be used and a listing of resources that will be tapped to gather such materials. They shall also address the input from recipients, as well as the appropriateness of language, reading skills, and font size for the older adults served.

STANDARD 4.10: The contractor shall provide a non-coercive method that allows service recipients to make voluntary contributions for the services they receive each day and use such contributions to increase the number of services provided.

The offeror shall describe the method to be used for collecting and safeguarding contributions and assure that the method will, as much as possible, protect the privacy of each individual's contribution.

ADMINISTRATIVE STANDARDS

STANDARD 5.1 The contractor maintains a management information system specified in the RFP issued by the AAA to identify participants

STANDARD 5:2 All service recipients are informed of the contractor's policies and procedures related to the collection and use of voluntary contributions.

The offer shall describe the procedures that will be used to inform recipients of this standard and provide a sample notice.

STANDARD 5.3 The contractor shall follow written procedures to determine the basis on which fees are charged for services not supported with Older Americans Act funds and conditions under which fees may be waived.

STANDARD 5.4: The contractor shall provide each staff and supervisor a written job description upon which their performance shall be evaluated at least annually.

The offeror shall provide a sample job description and a copy of the organization's policies for staff performance evaluations.

STANDARD 5.5: The contractor covers necessary expenses incurred by staff in the performance of their duties, according to procedures established in contractor policy.

The offeror shall provide a copy of the procedures to pre-approve expenditures and to provide timely reimbursements to staff.

COMMUNITY RELATION STANDARDS

STANDARD 6.1 Services provided under this contract shall be in addition to other services already available to older adults through the organization and in the community.

The offeror shall describe the current use of existing resources in the delivery of services proposed.

STANDARD 6.2 The contractor shall promote the use of its program in the community and engage in appropriate activities to market the service.

The offeror shall describe marketing efforts that have been used or will be used to raise community awareness of the organization's programs and services supported in whole or in part through the AAA.

STANDARD 6.3 The contractor promotes the use of volunteers in the delivery of programs and service activities.

The offeror shall describe their formal and public activities to recognize the contribution of volunteers.

SCOPE OF WORK: IN-HOME RESPITE SERVICES

NOTE: An *italicized* word in the body of the scope of work or standard indicates that applicable definitions can be found in the Definitions Section.

The following scope of work applies to all providers of in-home respite services, including both public and private agencies.

PURPOSE:

The purpose of In-Home Respite Services is to provide short-term relief for caregivers.

TARGETED POPULATION:

Caregivers of individuals over sixty or under 18 with significant disability who do not require assistance with a skilled level of care.

SERVICE ACTIVITIES:

The contractor shall have the capacity to provide the following service activities to service recipients as appropriate.

1. Social, leisure and educational activities as appropriate.
2. Assistance with or supervision of meal/snack preparation.
3. Assistance with or supervision of client laundry.
4. Assistance with or supervision of client's shopping.
5. Incidental light house-keeping such as dusting, sweeping, or other light chores to maintain client in a safe clean environment and assist the caregiver.
6. Assistance with or supervision of activities of daily living such as light bathing, eating, dressing, self-administration of medication, and toileting, as necessary during the period of respite.
7. Sitting service focusing on the client including supervision, orientation, making appropriate contact in case of emergency.

While respite care workers may provide the above tasks during the provision of respite, it is important to acknowledge the limitations of respite care. Individual respite care workers are not

- homemakers
- home-health aides
- home shoppers
- primary sources of transportation for the respite care recipient
- personal care attendants

CONTRACT STANDARDS:

The Contractor shall comply with and make available information which documents compliance with all standards and indicators noted as required in the Quality Assurances Standards for In-Home Respite.

SERVICE ELIGIBILITY:

The contractor shall have a written policy and standardized procedure for prioritizing clients requesting this service. Preference shall be given to:

1. Caregivers of any age who care for a person with Alzheimer's disease or a related disorder.
2. Persons over 60 serving as the primary caregiver for a child 18 or younger
3. Caregivers of persons over 60 who need assistance with at least two activities of daily living.

DOCUMENTATION:

The contractor shall comply with the following documentation requirements:

1. Meet all the reporting requirements of the **Grantor**.
2. Provide documentation of in-home respite activities, including an individual client file with initial intake information about the caregiver and the care receiver.
3. Maintain a list of emergency contacts and a written agreement with the caregiver regarding arrangements for emergency care and ambulance transportation.
4. Provide documentation of termination forms when applicable.
5. Maintain a waiting list for service

UNIT OF SERVICE:

One unit of service is one (1) hour of direct respite care in the client's home.

NOTE: General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost.

QUALITY ASSURANCE STANDARDS: IN-HOME RESPITE SERVICES**DEFINITIONS:**

Activities of Daily Living: Index of ADL is an ordered scale which rates the performance of several personal care activities deemed necessary to independent living: bathing, dressing, personal grooming and hygiene, toileting, transfer, continence, feeding and walking.

Change in services: includes requests for a different worker or request for more services.

Contractor: agency providing direct services

Client: caregiver or care receiver

In-home respite worker: paid employee who delivers the in-home respite to the client

PPD test: test for tuberculosis

SLED: South Carolina Law Enforcement Division

Volunteer: person who provides in-home respite without remuneration

Waive: to relinquish voluntarily

The following standards apply to all providers of in-home respite services, including both public and private agencies.

NOTE: An underlined word in the body of the scope of work or standard indicates that applicable definitions can be found in the Definitions Section of the standards.

ALL STANDARDS AND INDICATORS ARE REQUIRED.**PURPOSE:**

The purpose of In-Home Respite Services is to provide short-term relief for caregivers.

HUMAN RESOURCES STANDARDS

Personnel covered by these standards include both paid employees and volunteers of all agencies providing in-home respite services, either directly or through contract or purchase of services agreements, including both administrative and direct service staff.

STANDARD 1:1: In-home respite services shall be provided by personnel with specialized qualifications under the supervision of persons with professional training.

Indicators:

1. All in-home respite workers and volunteers must be at least 18 years of age.
2. All in-home respite workers and volunteers must have the ability to perform tasks/activities of the service to be provided.
3. All in-home respite workers and volunteers must possess the ability to follow directions and keep simple records of tasks being performed.
4. All in-home respite workers and volunteers must possess the ability to communicate with the care receiver, the caregiver, and his/her supervisor.
5. All in-home respite workers, supervisors, and volunteers who go into clients' homes have a PPD test annually. Families that hire their own respite worker may waive the PPD test.
6. All in-home workers will be offered a Hepatitis B vaccine. If they decline, a waiver must be in their file. Families that hire their own respite worker are not required to offer it to the worker.
7. All in-home respite workers and volunteers shall undergo a SLED check. Families that hire their own respite worker may waive the SLED check.
8. All staff receive and understand the contractor's policy on confidentiality regarding service recipients.

STANDARD 1:2: All staff providing in-home respite care, including both paid and volunteer, shall receive comprehensive initial and ongoing training that meets the needs of the caregiver and care receiver.

Indicators:

All in-home respite workers and volunteers receive a general orientation which includes but is not limited to:

- A. Program Mission and Purpose
- B. Policies and Procedures
- C. First Aid
- D. Universal Precautions and Infection Control
- E. Fire and Safety Techniques
- F. Caregiver Needs
- G. Care Receiver Needs
- H. Confidentiality

Families who hire their own respite worker may waive the in-service training requirement and provide their own orientation and training tailored to the specific needs of the individual.

STANDARD 1:3: If respite is provided through an agency, the contractor shall provide adequate supervision and evaluation for all personnel, paid or volunteer.

Indicators:

- 1. All in-home respite workers and volunteers have a designated supervisor with whom they have regular contact.
- 2. A supervisor is available for in-office or on-call supervision and consultation during any hours the in-home respite worker or volunteer is on duty.
- 3. The supervisor is able to ensure that activities and services are provided appropriately.
- 4. Staff and service supervisors shall receive a written job performance evaluation at least annually.

STANDARD 1:4: There will be a back-up plan to provide respite whenever a respite worker or volunteer is unable to provide respite at the scheduled time.

CONTRACTOR STANDARDS

The provision of in-home respite care covered by these standards includes the administrative offices of the contractors providing the direct services and supervisory support.

STANDARD 2:1: The facility of the contractor providing in-home respite services shall accommodate the office needs of its in-home respite workers and volunteers.

Indicators:

- 1. The contractor has space available for respite workers to use when completing their paperwork responsibilities.
- 2. The contractor provides all needed office supplies for respite workers to complete their record-keeping responsibilities.

SERVICE RECIPIENT STANDARDS

In-home respite care clients covered by these standards include the care receiver and the primary caregiver/s.

STANDARD 3:1: The contractor shall respect clients' rights regarding the provision of in-home respite care services.**Indicator:**

The contractor responds to caregiver requests for change in services, where appropriate.

STANDARD 3:2: The contractor shall establish a priority system to assure that caregivers most in need receive services.**Indicators:**

1. The contractor has written criteria to determine which caregivers should be served when available resources are insufficient to meet demand.
2. The written criteria assigns highest priority to those having greater need for in-home respite services in terms of restoring individual or family functioning and/or preventing institutionalization.

STANDARD 3:3: Persons who meet the following criteria may be eligible for in-home respite services.**Indicators:**

1. Caregivers of persons of any age who have Alzheimer's disease or a related disorder.
2. Persons over 60 serving as the primary caregiver for a child eighteen or younger
3. Caregivers of persons age 60 or older who need supervision or assistance with at least two activities of daily living.

SERVICE DELIVERY STANDARDS**STANDARD 4.1: Respite services shall be provided in a coordinated manner. Each contractor shall conduct and maintain the following in a client case file.****Indicators:**

1. Initial intake information obtained on both the caregiver and care receiver. This includes information on the clients' background, primary physician, emergency contacts, hobbies, interests, needs, etc.
2. A list of emergency contacts and a written agreement with the client or family regarding arrangements for emergency care and ambulance transportation.
3. An initial and annual assessment of the clients' needs relevant to the provision of respite services (client includes both the person being cared for and the caregiver(s)).
4. A discharge plan which includes the clients' status, recommendations for continuing care, referrals to community services agencies, and, if appropriate, follow-up when the client no longer uses respite services.

STANDARD 4.2: Orientation to the individual caregiver and care receiver should be accomplished prior to placement of a respite worker in the client's home.**Indicators:**

1. The respite worker should be informed about the client's daily routine, including the client's strengths and weaknesses, special assistance requirements, activities the client enjoys doing, etc.
2. The primary caregiver should demonstrate any unique or special assistance procedures the respite worker may need to perform in the caregiver's absence.

3. The primary caregiver should explain situations which may result in an emergency, including a clarification of what might happen, the appropriate response, and who the respite worker should contact in an emergency.
4. The primary caregiver shall show the respite care worker the fire exit plan for the home, the location of the first aid kit in the home, explain special instructions/restrictions on the operations of household appliances, etc.

STANDARD 4.3: The respite care worker is responsible for the day-to-day implementation of respite care services in the home.

Indicators:

1. The respite care worker demonstrates and performs appropriate tasks as requested by the client.
2. The respite care worker reports every two weeks by phone or in person to the supervisor or respite coordinator any progress, changes, or deterioration in the client's well-being. Life threatening situations are reported within two hours.
3. The respite care worker maintains work records on each client visit, pertaining to tasks performed and changes in physical, mental or emotional states in individuals or their family or caregivers.

ADMINISTRATIVE STANDARDS

STANDARD 5.1 The contractor defines, systematically collects, and maintains in retrievable form the information needed to administer the service program and report results.

Indicator:

The contractor maintains a management information system specified in the RFP issued by the AAA to identify participants and document services and program activities and the outcomes.

STANDARD 5.2 The contractor shall establish and follow written procedures for compliance with the contributions and cost sharing policies of the AAA.

Indicators:

1. All service recipients are informed of the contractor's policies and procedures related to the collection and use of voluntary contributions or cost sharing income.
2. When the contractor policies include cost sharing, the policy must stipulate the basis on which fees are charged.
3. Cost sharing procedures must address conditions under which payments are waived.
4. The contractor shall assure that procedures for collection of voluntary contributions do not place undue pressure on participants.

STANDARD 5. The contractor shall establish and follow written procedures for guiding staff performance.

Indicators:

1. Staff and service supervisors shall receive a written job descriptions identifying the specific duties of each position.
2. A written job performance evaluation based on the written job description, shall be developed and provided to staff and supervisors at least annually.
3. Any changes to an individual's job duties shall be in writing and a revised job description provided to the employee.

STANDARD 5.4: The contractor covers necessary expenses incurred by staff in the performance of their duties, according to procedures established in contractor policy.

Indicators:

1. The contractor reimburses staff or volunteers for the cost of required travel in accordance with contractor policy.
2. The contractor shall have written procedures for staff to follow when out-of-pocket expenditures are necessary for program operations.
3. The contractor shall make timely reimbursements for purchases made according to those procedures.

COMMUNITY RELATION STANDARDS

STANDARD 6.1 The contractor shall involve the community in planning services to achieve interagency cooperation and coordinated programs for older adults.

Indicators:

1. Services provided by the contractor shall be in addition to other services already available in the community.
2. The contractor shall use existing resources, whenever possible, in the delivery of services.

STANDARD 6.2 The contractor shall promote the use of its program in the community and engage in appropriate activities to market the service.

STANDARD 6.3 The contractor shall make maximum use of volunteers in the delivery of programs and services.

Indicators:

1. The contractor has an active program to recruit and train program volunteers.
2. At least annually, the contractor solicits input from volunteers regarding their satisfaction with assignments, the work environment, and training opportunities and uses that information to improve its volunteer program.
3. The contractor formally and publicly recognizes the contribution of volunteers on an annual basis.

SCOPE OF WORK: LEGAL ASSISTANCE SERVICES

NOTE: An *italicized* word in the body of the scope of work or standard indicates that applicable definitions can be found in the Definitions Section.

PURPOSE:

To provide access to the judicial through advocacy, advice and representation, in order to protect their dignity, rights, autonomy and financial security of persons age 60 and older, particularly those who are socially or economically needy.

TARGET POPULATIONS:

Individuals 60 years of age or older with greatest economic or social needs;

- Low income minority individuals over 60
- Isolated older individuals; or
- Older individuals with severe disabilities

SERVICE ACTIVITIES:

Legal Assistance services are provided through contract agreements with Legal Service Corporations (LSC) offices, private attorneys, non-profit legal assistance agencies and organizations, the private bar including pro bono or reduced fee panels.

Legal Assistance activities may include:

- intake, outreach and interview;
- action plan development;
- legal research of relevant laws, regulations and pertinent data;
- legal advice and counseling;
- drafting of simple legal documents;
- client representation in court and in hearings;
- preparation and presentation of legal concerns to elderly groups and individuals;
- referrals to private attorneys, pro bono panel, LSC, and/or Lawyer Referral service if the case does not fall within the pre-determined priority guidelines.

The contractor shall have the capacity to provide the following service activities:

1. Screen clients through a formal intake system, maintain record of service requests and compile client information required for NAPIS.
2. Provide clients accepted for representation with a copy of the retainer agreement.
3. Provide legal services in one or more priority areas as identified in the Older Americans Act, including entitlements, health care, long term care, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination.
5. Provide referrals when appropriate.
6. Coordinate with other legal service providers.
7. Coordinate with Aging service providers to receive referrals, arrange transportation to receive legal counseling and provide public information.

CONTRACT STANDARDS:

The Contractor shall comply with all of the following:

1. The Contractor shall comply with and make available information which documents compliance with all standards and indicators for Legal Assistance Services.
2. The Contractor shall comply with Contribution and Cost-sharing policies in the State Unit on Aging related to legal assistance services.
3. Legal Assistance services shall be provided by personnel with specialized qualifications.
4. The Contractor shall provide adequate supervision and evaluation of all personnel.
5. Services shall be easily accessible to targeted client population and accommodate personnel and client needs for privacy.
6. The Contractor shall follow written procedures to determine client satisfaction during service delivery and at the close of each case.

SERVICE ELIGIBILITY:

The Contractor shall have a written policy in place for prioritizing clients to receive service within the target populations noted above. Within these groups, priority consideration shall be given to those older individuals who are especially vulnerable:

- Nursing home residents and Residential Care Facility (RCF) residents referred by the Long Term Care Ombudsman
- Older individuals with chronic health problems
- Homeless older individuals
- Institutionalized mentally ill or mentally retarded older individuals
- De-institutionalized mentally ill or mentally retarded older individuals
- Older individuals with language barriers
- Older minority individuals
- Older individuals proposed for or under guardianship
- Victims of elder abuse, neglect or exploitation

DOCUMENTATION:

The Contractor shall comply with the following documentation requirements:

1. Meet all reporting requirements of the Area Agency on Aging.
2. Provide service documentation including:
 - a. A record of all requests for service, including type of assistance requested.
 - b. A record of all service provided, including required NAPIS information, and type of legal assistance provided

UNIT OF SERVICE:

One unit of service is one hour of service by an attorney or paralegal to with or on behalf of an individual. This may include case preparation time, client counseling, staff travel time, time spent in training related to delivery of contracted services, making group presentations, etc.

Units of service for group presentations are to be recorded in the client information system by recording in the file of each active participant the time spent at the presentation. Time spent is to be recorded in quarter hour increments.

QUALITY ASSURANCE STANDARDS: LEGAL ASSISTANCE

The following standards apply to all providers of legal assistance services:

HUMAN RESOURCES STANDARDS

The legal assistance service personnel covered by these standards include both attorneys and paraprofessionals (paralegals and law students), as well as any other necessary support personnel, paid or volunteer.

STANDARD 1.1: Legal Assistance shall be provided by or under the supervision of an attorney.

FACILITY/ACCESSIBILITY

Legal assistance services covered by these standards include services delivered in attorney's offices, senior centers, LTC facilities, nutrition sites, client homes, adult day care centers, and any other appropriate locations where seniors can access the services.

STANDARD 2.1: Legal assistance contractor shall make services easily accessible to their targeted client population.

Indicators:

1. The legal assistance contractors demonstrates the capacity to deliver legal services to elderly persons who are institutionalized, homebound, isolated and in community-based facilities.
2. The legal assistance contractor is able to communicate with clients who have hearing impairments, language barriers or mental disability.

SERVICE RECIPIENT STANDARDS

Clients covered by these standards include the elderly client and the client's family or other representative.

STANDARD 3.1: The legal assistance contractors shall respect clients' rights in providing legal assistance.

Indicators:

1. For every client whose case is accepted for representation, the legal assistance contractor obtains the client's signature, and gives the client a copy of the retainer agreement.
2. The contractor does not require an older individual to disclose information about income or resources as a condition for providing legal assistance.

STANDARD 3.2: The agency shall establish a priority system to assure that clients most in need receive services.

Indicators:

1. The contractor has written criteria to enable it to determine which individuals should be served when available resources are insufficient to meet demand.
2. The contractor will give preference to older individuals in greatest economic and social need, with priority among the highest need group being given to low income minority individuals.
3. The contractor has the capacity to effectively deliver legal assistance to institutionalized, isolated, and homebound individuals.

SERVICE DELIVERY STANDARDS

STANDARD 4.1: The Legal assistance contractor shall offer a full range of services to elderly clients.

Indicator:

Legal assistance activities may include:

- intake, outreach and interview;
- action plan development;
- legal research of relevant laws, regulations and pertinent data;
- legal advice and counseling;
- drafting of simple legal documents;
- client representation in court and in hearings;
- preparation and presentation of legal concerns to elderly groups and individuals;
- instruction of groups and individuals to advocate for legislative issues;
- referrals to private attorneys, pro-bono panel, LSC, and/or Lawyer Referral service if the case does not fall within the pre-determined priority guidelines.

STANDARD 4.2: The legal assistance contractor shall provide services to clients in the clients' principal language.

Indicator:

For any client whose primary language is not English, the provider has available a means for interpreting the client's desires.

STANDARD 4.3: The legal assistance contractor shall have a systematic means to record all requests for service by older individuals.

Indicator:

The provider shall maintain a client waiting list.

STANDARD 4: The legal assistance contractor shall utilize uniform written procedures to determine which cases are accepted or rejected.

ADMINISTRATIVE STANDARDS

STANDARD 5.1 The contractor defines, systematically collects, and maintains in retrievable form the information needed to administer the service program and report results.

Indicator:

The contractor maintains a management information system **specified in the RFP issued by the AAA** to identify participants and document services and program activities and the outcomes.

STANDARD 5.2 The contractor shall establish and follow written procedures for compliance with the contributions and cost sharing policies of the AAA.

Indicators:

1. All **service recipients** are informed of the contractor's policies and procedures related to the collection and use of voluntary contributions or cost sharing income.
2. When the contractor policies include cost sharing, the policy must stipulate the basis on which fees are charged.
3. Cost sharing procedures must address conditions under which payments are waived.
4. The contractor shall assure that procedures for collection of voluntary contributions do not place undue pressure on participants.

STANDARD 5.3 The contractor shall establish and follow written procedures for guiding staff performance.**Indicators:**

1. Staff and service supervisors shall receive a written job descriptions identifying the specific duties of each position.
2. A written job performance evaluation based on the written job description, shall be developed and provided to staff and supervisors at least annually.
3. Any changes to an individual's job duties shall be in writing and a revised job description provided to the employee.

STANDARD 5.4: The contractor covers necessary expenses incurred by staff in the performance of their duties, according to procedures established in contractor policy.**Indicators:**

1. The contractor reimburses staff or volunteers for the cost of required travel in accordance with contractor policy.
2. The contractor shall have written procedures for staff to follow when out-of-pocket expenditures are necessary for program operations.
3. The contractor shall make timely reimbursements for purchases made according to those procedures.

COMMUNITY RELATION STANDARDS**STANDARD 6.1 The contractor shall involve the community in planning services to achieve interagency cooperation and coordinated programs for older adults.****Indicators:**

1. Services provided by the contractor shall be in addition to other services already available in the community.
2. The contractor shall use existing resources, whenever possible, in the delivery of services.

STANDARD 6.2 The contractor shall promote the use of its program in the community and engage in appropriate activities to market the service.**STANDARD 6.3 The contractor shall make maximum use of volunteers in the delivery of programs and services.****Indicators:**

1. The contractor has an active program to recruit and train program volunteers.
2. At least annually, the contractor solicits input from volunteers regarding their satisfaction with assignments, the work environment, and training opportunities and uses that information to improve its volunteer program.
3. The contractor formally and publicly recognizes the contribution of volunteers on an annual basis.

SCOPE OF WORK: TRANSPORTATION SERVICES

Transportation Services purchased under this RFP shall comply with these requirements and all applicable Policies and Procedures of the State Unit on Aging.

PURPOSE:

To maintain personal independence or improve quality of life of older adults by providing transportation services to the eligible individuals that will enable them to:

9. Participate in social service programs in the community;
10. Provide access to the community businesses and health resources;
11. Reduce social isolation;
12. Maintain health and independence; and
13. Prevent premature institutionalization.

ELIGIBLE PARTICIPANTS:

7. Individuals 60 years of age or above;
8. Private pay riders of any age;
9. Passengers referred from coordinating transportation services; and
10. Others that may be included in the RFP for transportation.

SERVICE ACTIVITIES:

The Contractor may offer one or more of the following service methods, as appropriate, to meet the individual needs of the riders:

1. Fixed route;
2. Demand response;
3. Passenger assistance services;
4. Door-to-Door;
5. Curb-to-curb;
6. Door through door; and
7. Assisted transportation.

CONTRACT STANDARDS:

The contractor shall operate the service program in accordance with all standards for the transportation services.

SERVICE ELIGIBILITY:

The contractor assures that transportation services are provided to eligible participants (described above) who are unable to drive, do not have access to a vehicle, or have no access to affordable public transportation and must be transported to destinations and services necessary for independent living and quality of life.

DOCUMENTATION:

The contractor shall comply with the following documentation requirements:

1. Maintain all information that documents compliance with transportation standards and make such available to service monitors;
2. Provide documentation of initial participant registration for contracted services;
3. Enter all required data into the state-approved data collection system not less than monthly;
4. Provide the following service documentation: (a) daily rider logs for each vehicle; (b) miles ridden by each passenger; trip starting point and destination; and (c) names of companion riders.

5. Keep incident reports for any unexpected event and registered complaints with documentation of follow-up on file.
6. Collect and protect contributions donated by riders, and fares paid by private pay passengers. Record the amount collected each day and track it to deposit in the contractor bank account.

UNITS OF SERVICE:

Passenger mile: (One mile ridden by one passenger) is the unit of service for contracted transportation services. It is also the unit of service for riders providing assisted transportation.

NOTE: General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost.

QUALITY ASSURANCE STANDARDS: TRANSPORTATION SERVICES

KEY TERMS USED:

Demand Response: Individually requested trips, that may accommodate more than one individual on a run

Fixed Route: Regular routes which operate on a set route and schedule

Door-through-Door: The contractor staff assists the individual rider to leave the residence at the beginning of the trip and assists them in entering the residence upon return.

Older Person: Aged 60 or older

Passenger Assistance Techniques: Methods to help people into and out of vehicles, negotiate stairs and ramps, transfer from wheelchairs and properly secure wheelchairs in vehicles.

SCDOT: South Carolina Department of Transportation

Service Elements: (Used to compute Unit Costs) all cost items associated with delivering the unit of service

Unit of Service: One passenger mile which includes all costs associated with reporting and record keeping.

UPC kit: A kit that contains products to prevent the spread of contamination in emergency situations as required by the Blood Borne Pathogen Law.

HUMAN RESOURCES STANDARDS

Personnel covered by these standards include volunteers, paid employees and employees of sub-contracted providers.

STANDARD 1.1: The contractor assures that all transportation services shall be provided and supervised by personnel with appropriate qualifications.

The offeror shall describe the current or minimum staff qualifications for each position involved with the overall management and delivery of proposed transportation services

STANDARD 1.2: All staff certifies in writing that they understand and will comply with the contractor's policy on confidentiality regarding service recipients.

The offeror shall provide a copy of their confidentiality policies signed by staff and address enforcement procedures.

STANDARD 1.3: All drivers have a valid South Carolina driver's license of the appropriate class, driving records with no more than six points in violations at any time, and comply with any and all restrictions placed on their driver's license.

The offeror shall describe how they will comply with this standard for existing staff, new drivers, and volunteer drivers.

STANDARD 1.4: The contractor assures that all personnel providing transportation services shall receive ongoing training that includes:

1. Administrative procedures;
2. The National Safety Council 8 hour Defensive Driving Course or an equivalent course pre-approved by the Area Agency on Aging,;
3. An approved course in first aid, CPR, and universal safety precautions and a refresher course according to the applicable certification guidelines;

4. A course in *passenger assistance techniques* prior to providing assistance to special needs passengers; and
5. Use of emergency equipment and procedures.
The offeror shall describe the resources available for staff training and provide a table showing the proposed training for staff and volunteers.

STANDARD 1.5: A supervisor is available for in-office or on-call supervision and consultation at all times vehicles are in operation.

The offeror shall describe their procedures for adequate oversight of vehicle operators job performance.

FACILITY STANDARDS

Facilities covered by these standards, include all vehicles whether owned, leased, or donated.

STANDARD 2.1: Any vehicle used in the delivery of transportation services shall be adequately insured, fully equipped for safety and mechanically sound.

The offeror shall provide documentation of vehicle and property liability insurance coverage, as required by state law, for all vehicles, owned, leased, or operated by the contractor and used in the provision of contracted transportation services, and their vehicle preventive maintenance and cleaning schedule.

STANDARD 2.2: Any volunteer using a personal vehicle to transport clients shall provide evidence of personal vehicle insurance coverage as required by state law.

The offeror shall describe the methods used to recruit, select and train volunteer drivers.

STANDARD 2.3: The contractor maintains an appropriate number of handicapped accessible vehicles to meet the needs of the target population identified in the contract.

The offeror shall provide a vehicle inventory that shows passenger capacity per vehicle and identifies the vehicles equipped to transport mobility impaired individuals.

SERVICE RECIPIENT STANDARDS

STANDARD 3.1: The Contractor shall develop and follow an established client priority system to ensure that those most in need receive transportation services.

The offeror shall describe the existing or proposed method used to establish priority need for transportation services.

STANDARD 3.2: The Contractor shall have written policies that clearly define procedures for termination and reinstatement of transportation services.

The offeror shall provide a copy of the termination procedures used by the organization.

SERVICE DELIVERY STANDARDS

STANDARD 4.1: The contractor shall plan vehicle routes and pick up schedules appropriate to the population being served.

The offeror shall provide a copy of the proposed routes and schedules that will be run to provide the transportations services requested in the RFP.

STANDARD 4.2: The contractor has clearly defined written policies to handle complaints against drivers related to timeliness, safety or courtesy.

The offeror shall describe or provide a copy of the procedures used to handle complaints filed against employees.

STANDARD 4.3: The contractor provides to each driver the clearly defined policies related to “driver at-fault” accidents, no-fault accidents, accidents involving personal injury, and acceptable number of complaints filed against individual drivers per year.

The offeror shall provide a copy of the policies and discuss the number of such incidents that have occurred in the past three years.

STANDARD 4.4: Companion riders providing passenger assistance shall be responsible for attending to the special needs of assisted passengers.

STANDARD 4.5: Staff providing passenger assistance shall be trained in proper techniques to handle the special needs of mobility impaired passengers.

The offeror shall provide certification that current staff has received such training. The offeror shall provide plans for training new employees in passenger assistance techniques.

STANDARD 4.6: The contractor shall coordinate all transportation services with other operators of transportation services in the area whether government funded or operated by volunteers.

The offeror shall identify the other transportation resources in the service area and outline plans for coordinating services with those providers.

STANDARD 4.7: The contractor shall provide a non-coercive method that allows service recipients to make voluntary contributions for the services they receive each day and use such contributions to increase the number of services provided.

The offeror shall describe the method to be used for collecting and safeguarding contributions and assure that the method will, as much as possible, protect the privacy of each individual's contribution.

ADMINISTRATIVE STANDARDS

STANDARD 5.1 The contractor maintains a management information system specified in the RFP issued by the AAA to identify participants

STANDARD 5.2 All service recipients are informed of the contractor's policies and procedures related to the collection and use of voluntary contributions.

The offer shall describe the procedures that will be used to inform recipients of this standard and provide a sample notice.

STANDARD 5.3 The contractor shall follow written procedures to determine the basis on which fees are charged for services, including those supported with Older Americans Act funds, if applicable, and conditions under which fees may be waived.

STANDARD 5.4: The contractor shall provide each staff and supervisor a written job description upon which their performance shall be evaluated at least annually.

The offeror shall provide a sample job description and a copy of the organization's policies for staff performance evaluations.

STANDARD 5.5: The contractor covers necessary expenses incurred by staff in the performance of their duties, according to procedures established in contractor policy.

The offeror shall provide a copy of the procedures to pre-approve expenditures and to provide timely reimbursements to staff.

COMMUNITY RELATION STANDARDS

STANDARD 6.1 Services provided under this contract shall be in addition to other services already available to older adults through the proposing organization and in the community.

The offeror shall describe the current use of existing resources in the delivery of services proposed.

STANDARD 6.2 The contractor shall promote the use of its program in the community and engage in appropriate activities to market the service.

The offeror shall describe marketing efforts that have been used or will be used to raise community awareness of the organization's programs and services supported in whole or in part through the AAA.

STANDARD 6.3 The contractor promotes the use of volunteers in the delivery of programs and service activities.

The offeror shall describe their formal and public activities to recognize the contribution of volunteers.

SCOPE OF WORK: HOME LIVING SUPPORT

Home Living Support Services purchased under this RFP shall comply with these requirements and all applicable Policies and Procedures of the Area Agency on Aging.

PURPOSE:

To maintain personal independence or improve quality of life of older adults by providing home living support services to the eligible individuals that will enable them to:

14. Have increased decision making in designing the service(s) that works best for them;
15. Have flexibility to meet changing needs;
16. Maintain health and independence; and
17. Prevent premature institutionalization.

ELIGIBLE PARTICIPANTS:

11. Individuals 60 years of age or above living as independently as possible at home;
12. At risk due to inability to perform domestic functions to maintain the home or in need of assistance with errands in the community; and
13. In need of assistance with minor repairs or yard work.
14. Have a deficiency in at least three (3) activities of daily living (ADLs) or instrumental activities of daily living (IADLs).

SERVICE ACTIVITIES:

The Contractor may offer one or more of the following service activities, as appropriate, to meet the individual needs of the recipient:

8. Cleaning and other household chores;
9. Shopping and other errands;
10. Assistance getting to medical and other appointments; and
11. Simple home repairs and yard maintenance.

CONTRACT STANDARDS:

The contractor shall operate the service program in accordance with all standards for the home living support services.

SERVICE ELIGIBILITY:

The contractor assures that home living support services are provided only to eligible participants (described above) at risk due to the following:

1. Acute illness;
2. Chronic medical condition inhibiting capacity to do perform daily tasks;
3. Incapacitating disability or temporary disability post acute hospitalization; and
4. No outside support system providing routine custodial in home support or “chore” services.

DOCUMENTATION:

The contractor shall comply with the following documentation requirements:

7. Maintain all information that documents compliance with home living support standards and make such available to service monitors;
8. Provide documentation of initial participant assessment for these services;
9. Conduct a face to face assessment with the recipient and develop a service plan based on that assessment with the recipient’s input and concurrence;
10. Enter all required data into the state-approved data collection system not less than monthly;

11. Provide referral to the Area Agency on Aging or other agency/organization when recipient needs cannot be fully met by the contractor;
12. Maintain progress notes in the recipients file and updated service plans as recipient's situation changes.
13. Keep incident reports for any unexpected event and registered complaints with documentation of follow-up on file.
14. Collect and protect contributions donated by recipients, and fees paid by private pay recipients. Record the amount collected each visit and track it to deposit in the contractor bank account.

UNITS OF SERVICE:

One (1) hour of direct service: is the unit of service for contracted home living support services. Partial units must be reported in quarter hour segments.

NOTE: General administrative activities such as record keeping, travel and training time, time spent coordinating with other agencies, etc. are not counted as units of service but are elements of total unit cost.

QUALITY ASSURANCE STANDARDS: HOME LIVING SUPPORT

KEY TERMS USED:

Activities of daily living (ADL): the index of ADL is an ordered scale which rates the performance of several personal care activities deemed necessary to independent living including, bathing, dressing, personal grooming, hygiene, toileting, transfer, continence, feeding and walking.

Instrumental activities of daily living (IADL): normal activities that enhance quality of life including cooking, household chores, shopping, driving, etc.

Periodic and ongoing service: a schedule of services set at the time of assessment and development of the service plan. If the service is ongoing the service plan would set the points at which outcomes would be evaluated to determine changes to the service plan.

Temporary: a set of services to address a temporary condition such as surgery, broken bones, or an acute illness, that is time limited. The service plan would address the conditions for termination of the service.

HUMAN RESOURCES STANDARDS

Personnel covered by these standards include volunteers, paid employees and employees of sub-contracted providers.

STANDARD 1.1: The contractor assures that all home living support services shall be provided as described in the individual's service plan and supervised by personnel with appropriate qualifications.

The offeror shall describe the overall management and delivery of proposed Home living support services.

STANDARD 1.2: All staff certifies in writing that they understand and will comply with the contractor's policy on confidentiality regarding service recipients.

The offeror shall provide a copy of their confidentiality policies signed by staff and address enforcement procedures.

STANDARD 1.5: A supervisor is available for in-office or on-call supervision and consultation at all times home living support services are delivered.

The offeror shall describe their procedures for adequate oversight of job performance.

FACILITY STANDARDS

STANDARD 2.1: The contractor's offices and equipment shall accommodate the office needs of home living support staff and recipient records.

SERVICE RECIPIENT STANDARDS

STANDARD 3.1: The Contractor shall develop and follow an established client priority system to ensure that those most in need receive home living support services.

The offeror shall describe the existing or proposed method used to establish priority need for home living support services.

STANDARD 3.2 : The contractor assures that recipients of homemaker service through contracts of the Area Agency on Aging in State Fiscal Year 2009 shall be considered first in developing a client base for home living support services after July 1, 2009.

STANDARD 3.3: The Contractor shall have written policies that clearly define procedures for termination and reinstatement of home living support services.

The offeror shall provide a copy of the termination procedures used by the organization.

SERVICE DELIVERY STANDARDS

STANDARD 4.1: The contractor may provide two types of service; namely, periodic and on-going, or temporary.

The offeror shall provide a sample service plan for each type of service.

STANDARD 4.2: The contractor has clearly defined written policies to handle complaints against employees related to timeliness, competence or courtesy.

The offeror shall describe or provide a copy of the procedures used to handle complaints filed against employees.

STANDARD 4.3: The contractor shall coordinate services with other agencies whenever more than one provider is serving the recipient.

The offeror shall describe or provide a copy of the procedures used to coordinate services to avoid duplication of effort and maximize services available.

STANDARD 4.4: Home living support services offered by the Contractor might include, but not be limited to the following: instrumental activities of daily living, non-medical personal services, routine household tasks, periodic tasks such as changing batteries in smoke alarms, basic yard maintenance, or other services identified by the consumer.

The offeror shall discuss capacity to provide a wide range of consumer directed tasks and address those tasks that will not be offered by the agency.

STANDARD 4.5: The contractor may arrange, through a sub-agreement or sub-contract approved in advance by the AAA, to provide services requested by the consumer that are out of the scope of services offered by the contractor.

In the response to the RFP, the offeror shall discuss plans for sub-contracts or sub-agreements in order to gain pre-approval from the AAA. The response also shall address serving individuals outside of the normal service delivery area or outside of normal working hours. .

STANDARD 4.6: The contractor shall prepare, with the service recipient, a written service plan for ongoing services, and a service agreement for occasional services, that is focused on maintaining independence at home.

STANDARD 4.7: The contractor shall provide a non-coercive method that allows service recipients to make voluntary contributions for the services they receive, and/or a cost sharing plan based on the individual's ability to participate in the cost of the service.

The offeror shall describe the method to be used for collecting and safeguarding contributions and fees and assure that the method will, as much as possible, protect the privacy of each individual's contribution.

ADMINISTRATIVE STANDARDS

STANDARD 5.1 **The contractor maintains a management information system specified in the RFP issued by the AAA to identify participants**

STANDARD 5.2 **All service recipients are informed of the contractor's policies and procedures related to the collection and use of voluntary contributions.**

The offer shall describe the procedures that will be used to inform recipients of this standard and provide a sample notice.

STANDARD 5.3 **The contractor shall follow written procedures to determine the basis on which fees are charged for services and conditions under which fees may be waived.**

The offer shall describe the procedures.

STANDARD 5.4: **The contractor shall provide each staff and supervisor a written job description upon which their performance shall be evaluated at least annually.**

The offeror shall provide a sample job description and a copy of the organization's policies for staff performance evaluations.

STANDARD 5.5: **The contractor covers necessary expenses incurred by staff in the performance of their duties, according to procedures established in contractor policy.**

The offeror shall provide a copy of the procedures to pre-approve expenditures and to provide timely reimbursements to staff.

COMMUNITY RELATION STANDARDS

STANDARD 6.1 **Services provided under this contract shall be in addition to other services already available to older adults through the proposing organization and in the community.**

The offeror shall describe the current use of existing resources in the delivery of services proposed.

STANDARD 6.2 **The contractor shall promote the use of its program in the community and engage in appropriate activities to market the service.**

The offeror shall describe marketing efforts that have been used or will be used to raise community awareness of the organization's programs and services supported in whole or in part through the AAA.

STANDARD 6.3 **The contractor promotes the use of volunteers in the delivery of programs and service activities.**

The offeror shall describe their formal and public activities to recognize the contribution of volunteers.

PARTICIPANT RIGHTS

Each participant has the following rights:

1. The right to be treated as an adult, with consideration, respect, and dignity, including in treatment and in care for personal needs.
2. The right to participate in a program of services and activities.
3. The right to self-determination, including the opportunity to:
 - a. Decide whether or not to participate in any given activity.
 - b. Be involved to the extent possible in program planning and operation.
 - c. Refuse treatment, if applicable, and be informed of the consequences of such refusal.
4. The right to be cared about in an atmosphere of sincere interest and concern in which needed support and services are provided.
5. The right to a safe, secure and clean environment.
6. The right to confidentiality and the requirement for written consent for releasing information to persons not authorized under law to receive it.
7. The right to voice grievances without discrimination or reprisal with respect to treatment, if applicable, that is (or is not) provided.
8. The right to be free from harm, including unnecessary physical or chemical isolation, excessive medication, abuse, or neglect.
9. The right to be fully informed, at the time of acceptance into the program, of service activities available and related charges.
10. The right to communicate with others and be understood by them to the extent of the participant's capability.

(These are based on the National Institute of Adult Day Care Participant Rights.)

MODIFIED ASSESSMENT FORM FOR COMMUNITY BASED SERVICES**For Transportation and Wellness Services, only the highlighted data is required****All information is required for Group Dining****Client Name:** _____
Last Name First Name Middle Initial**Residence:** _____
Street Apt / Lot # City State Zip Code**Mailing Address:** _____ **Rural Area:** _____
If different from residence address Yes / No**Phone Number:** (____) _____ - _____ **E-Mail Address:** _____
Area Code**Date of Birth:** ____/____/____ **Social Security Number:** ____-____-____**Sex:** _____ **Race:** _____ **Ethnicity:** _____ **Marital Status:** _____**Live alone:** _____ **Live with:** _____
Yes / No**Income Below \$1,100 per month:** _____ **Income Above \$1,300 per month:** _____
Yes / No Yes / No**Primary Care Physician:** _____
Name Location**Diabetic:** _____
Yes / No**Emergency Contact Person:** _____
Last Name First Name Relationship**E.C. Phone Number:** (____) _____ - _____ **E.C. Cell Phone Number:** (____) _____ - _____**DETERMINE Checklist Score:** _____ (Attach a copy of the Client's Determine Checklist)**Assessment Completed by:** _____
Last Name First Name Middle Initial**Assessment Date:** ____/____/____ **Next Assessment Due:** ____/____/____

If we find that you may be eligible for additional benefits or services, we request your permission to use this information to make a referral on your behalf. This should streamline the paperwork required to obtain other benefits. If you give your permission please sign here.

Client Signature: _____

OR

If you would rather have the opportunity to give or withhold consent for referrals to obtain specific benefits or services you are eligible for please sign here:

Client Signature: _____

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